***United States Court of Appeals***

***for the Second Circuit***

# APPENDIX

ORIGINAL
WITH PROOF
OF SERVICE

77-7121

# United States Court of Appeals

FOR THE SECOND CIRCUIT

DORALEE ESTATES, INC.,
*Plaintiff-Appellee,*

—against—

CITIES SERVICE OIL COMPANY,
*Defendant and Third Party Plaintiff-Appellant,*

—against—

MGO CORP. and MONTICELLO GAS & OIL CO., INC.,
*Third Party Defendants-Appellees.*

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

## EXHIBITS

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PAGINATION AS IN ORIGINAL COPY

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PLAINTIFF'S EXHIBIT 1 - ROSCH'S $21,000 ESTIMATE
DATED 9/19/72

# STATEMENT

DATE 9/19/72
NUMBER

Rosch & Weston Contractors Inc.
Old Rt. 17 Box 625
LIBERTY, NEW YORK 12754

(914) 292-3360

Sorolee Estates
Cold Spring Rd.
Monticello, N.Y.

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

$

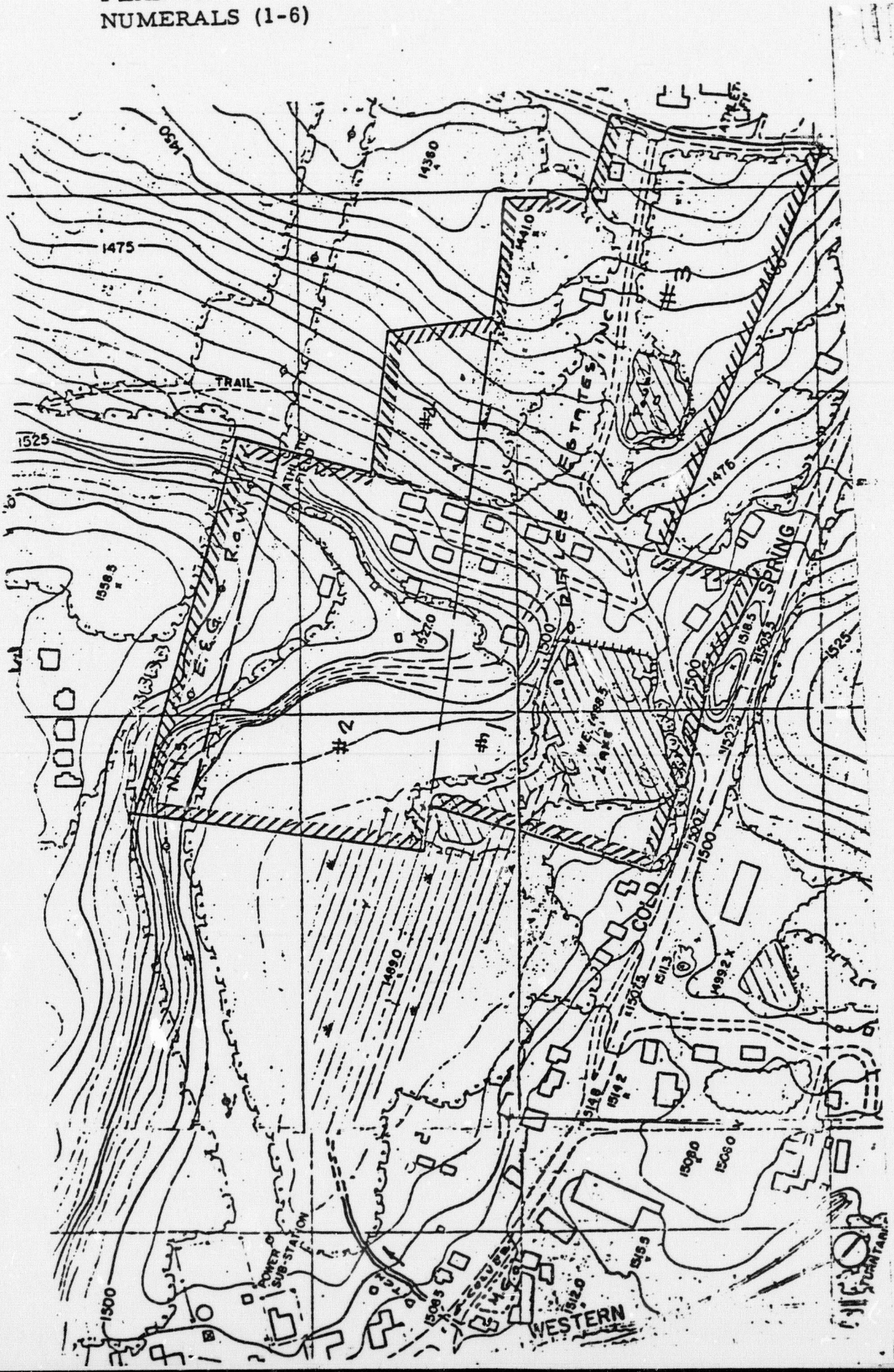
| DATE | CHARGES AND CREDITS | BALANCE | |
|---|---|---|---|
| | BALANCE FORWARD | | |
| | Remove oil saturated bottom from upper lake; lower pond ± sift into dump upper lake 3 acre lower pond 3/4 acre 2800 cu. yds @ 7.50 | 21,000 | — |
| | 1-7'' 2-7'' 3-4'' 4-4'' 5-5'' 6-7'' test holes oil saturated to these depths | | |

DUPLICATE

Thank You

PAY LAST AMOUNT IN THIS COLUMN

PLAINTIFF'S EXHIBIT 1A - MAP MARKED WITH VARIOUS NUMERALS (1-6)



PLAINTIFF'S EXHIBIT 2 - WATER POLLUTION CASE
REPORT DATED 12/18/72

Dates of Inspections: 3/21/72, 4/13/72, 4/20/72, 9/19/72, 12/12/72

WATER POLLUTION CASE REPORT

Date of Report: December 18, 1972

NAME [redacted] Operating Monticello Gas & Oil, Inc.

Owner Cities Service Oil Co., Box 1264, Englewood Cliffs, N. J. 07632

1. Commonly used: Monticello Gas & Oil or M.G.O.

2. Exact corporate, partnership or proprietorship:

3.

| | Persons | Addresses | Phone |
|---|---|---|---|
| President Partner or Owner | Julius Cohen, M.G.O. | 190 Broadway, Monticello, New York 12701 | 794-7171 |
| Vice President or Chief Municipal Officer | | | |
| Plant Manager or Operator | Sam Green, Monticello Gas & Oil, Cold Spring Road, Monticello, N. Y. 12701 | | |

4. LOCATION [redacted]

| | Office | Operation |
|---|---|---|
| Street: | Cold Spring Road | |
| City, Town or Village: | Town of Thompson | |
| County: | Sullivan County | |
| Phone No.: | 914-794-4330 | |

5. INTERVIEWS: (All persons present at investigation)

| Names | Addresses | Titles |
|---|---|---|
| Sam Green | Monticello Gas & Oil<br>Cold Spring Road<br>Monticello, New York 12701 | Manager |

6.

7. TYPE OF OPERATION:
SIC. NO._____

8. TYPE OF WASTE:

Sanitary ( )

Population:

Treatment:

No. and type of
Outlets and Load:

Industrial (x)

Type of Waste: Oil

Treatment: Small oil trap, ineffective

No. and type of
Outlets and Load: Surface drainage to multiple outlets

9. RECEIVING AND DOWNSTREAM WATERS:

Drainage Basin: Delaware

Common name of water: Doralee Pond

Classification: B Standard: B

Date of Classification: February 1, 1963

Waters Index No: D-1-38-3-1-P396 Mileage: 0

Item No:

0. CHARACTERISTICS:

| | Effluent | Upstream (Indicate distance from Discharge) | Downstream |
|---|---|---|---|
| VISUAL: Floating Solid | ( ) | ( )____ | ( )_____ |
| Settleable Solids | ( ) | ( )____ | ( )_____ |
| Sludge Deposits | ( ) | ( )____ | ( )_____ |
| Scum | ( ) | ( )____ | ( )_____ |
| Gassing | ( ) | ( )____ | ( )_____ |
| Odor | ( ) | ( )____ | ( )_____ |
| Color | ( ) | ( )____ | ( )_____ |
| Oil | (x) | See report by Avon Pollution Unit to G. E. Burdick | ( )_____ |
| Turbidity | ( ) | ( )____ | ( )_____ |
| Foam | ( ) | ( )____ | ( )_____ |
| Misc. | ( ) | ( )____ | ( )_____ |

Description of Solids, Scum or Turbidity in stream:

| Observers: Name | Time | Exact Place |
|---|---|---|
| John C. Kwak | April 13, 1972 | Roadside ditch & swamp. |

Flow Measurements or estimates:

| Method Used | Influent | Effluent | Stream |
|---|---|---|---|
| None | | | |

1. ANALYTICAL RESULTS:

ATTACH CHEMICAL AND LABORATORY TEST RESULTS FOR:

| | Influent | Effluent | Upstream | Downstream |
|---|---|---|---|---|
| BOD | ( ) | ( ) | ( )_____ | ( )_____ |
| DO | ( ) | ( ) | ( )_____ | ( )_____ |
| PH | ( ) | ( ) | ( )_____ | ( )_____ |
| Other | ( ) | ( ) | ( )_____ | ( )_____ |

Indicate exact points of sampling on diagram on following page.

NOTE: Analysis of effluent sample without analysis of receiving waters samples.

DRAW DIAGRAM

1. Show how effluent reaches receiving waters
2. Sampling points
3. Indicate distances
4. Reference point on USGC map
5. Indicate North
6. Show flow direction and quantity

See sketch by Schlamp attached to Avon Pollution Unit Report.

Location of Monticello Gas & Oil on U.S.G.S. map "Monticello, New York" shown by circle on partial copy of map in Avon Pollution Unit Report.

3. Effects which may be argued with reasonable certainty constituting contravention of standards on waters to which receiving waters are tributary.

Oil discharge was found to be injurious to fish life and made the waters unsuitable for bathing.

14.

15.

7.

Although they installed a very small oil trap, they do not maintain it and it has not operated at all.

DATE: _____

(Signed)

PLAINTIFF'S EXHIBIT 2 PROFFERED PRIOR TO REDACTION

Dates of Inspections: 4/20/72, 9/19/72, 12/12/72

WATER POLLUTION CASE REPORT

Date of Report: December 18, 1972

Dates of violation (s): 4/20/72, 9/19/72, 12/12/72, 4/13/72, 3/21/72

NAME OF POLLUTER: Operating Monticello Gas & Oil, Inc.

Owner Cities Service Oil Co., Box 1264, Englewood Cliffs, N. J. 07632

1. Commonly used: Monticello Gas & Oil or M.G.O.

2. Exact corporate, partnership or proprietorship:

3.

| | Persons | Addresses | Phone |
|---|---|---|---|
| President Partner or Owner | Julius Cohen, M.G.O. | 190 Broadway, Monticello, New York 12701 | 794-7171 |
| Vice President or Chief Municipal Officer | | | |
| Plant Manager or Operator | Sam Green, Monticello Gas & Oil, Cold Spring Road, Monticello, N. Y. 12701 | | |

4. LOCATION OF POLLUTER

| | Office | Operation |
|---|---|---|
| Street: Cold Spring Road | | |
| City, Town or Village: Town of Thompson | | |
| County: Sullivan County | | |
| Phone No.: 914-794-4330 | | |

5. INTERVIEWS: (All persons present at investigation)

| Names | Addresses | Titles |
|---|---|---|
| Sam Green | Monticello Gas & Oil<br>Cold Spring Road<br>Monticello, New York 12701 | Manager |

Omissions made or schedules agreed

COPIES OF PLAINTIFF'S EXHIBIT 2 PROFFERED PRIOR TO REDACTION

PAGE 1

6. OWNERSHIP OF PROPERTY AND FACILITIES:
Breakdown of who owns property and facilities.
Apparently Cities Service Oil Corp. owns the property, but we have not been able to find it in the deeds at the Sullivan County Court House.

7. TYPE OF OPERATION:
SIC. NO._____

8. TYPE OF WASTE:

Sanitary ( )

Population:

Treatment:

No. and type of Outlets and Load:

Industrial (x )

Type of Waste: Oil

Treatment: Small oil trap, ineffective

No. and type of Outlets and Load: Surface drainage to multiple outlets

9. RECEIVING AND DOWNSTREAM WATERS:

Drainage Basin: Delaware

Common name of water: Doralee Pond

Classification: B Standard: B

Date of Classification: February 1, 1963

Waters Index No: D-1-38-3-1-P39g Mileage: 0

Item No:

COPIES OF PLAINTIFF'S EXHIBIT 2
PROFFERED PRIOR TO REDACTION
PAGE 2

| CHARACTERISTICS: | | Effluent | Upstream (Indicate distance from Discharge) | Downstream |
|---|---|---|---|---|
| VISUAL: | Floating Solid | ( ) | ( )____ | ( )_____ |
| | Settleable Solids | ( ) | ( )____ | ( )_____ |
| | Sludge Deposits | ( ) | ( )____ | ( )_____ |
| | Scum | ( ) | ( )____ | ( )_____ |
| | Gassing | ( ) | ( )____ | ( )_____ |
| | Odor | ( ) | ( )____ | ( )_____ |
| | Color | ( ) | ( )____ | ( )_____ |
| | Oil | (x) | See report by Avon Pollution Unit to G. E. Burdick | ( )_____ |
| | Turbidity | ( ) | ( )____ | ( )_____ |
| | Foam | ( ) | ( )____ | ( )_____ |
| | Misc. | ( ) | ( )____ | ( )_____ |

Description of Solids, Scum or Turbidity in stream:

| Observers: | Name | Time | Exact Place |
|---|---|---|---|
| John C. Kwak | | April 13, 1972 | Roadside ditch & swamp. |

Flow Measurements or estimates:

| Method Used | Influent | Effluent | Stream |
|---|---|---|---|
| None | | | |

COPIES OF PLAINTIFF'S EXHIBIT 2
PROFFERED PRIOR TO REDACTION
PAGE 2

1. ANALYTICAL RESULTS:

ATTACH CHEMICAL AND LABORATORY TEST RESULTS FOR:

| | Influent | Effluent | Upstream | Downstream |
|---|---|---|---|---|
| BOD | ( ) | ( ) | ( )_____ | ( )_____ |
| DO | ( ) | ( ) | ( )_____ | ( )_____ |
| PH | ( ) | ( ) | ( )_____ | ( )_____ |
| Other | ( ) | ( ) | ( )_____ | ( )_____ |

Indicate exact points of sampling on diagram on following page.

NOTE: Analysis of effluent sample without analysis of receiving waters samples.

COPIES OF PLAINTIFF'S EXHIBIT 2
PROFFERED PRIOR TO REDACTION
PAGE 4

2. DRAW DIAGRAM

1. Show how effluent reaches receiving waters
2. Sampling points
3. Indicate distances
4. Reference point on USGC map
5. Indicate North
6. Show flow direction and quantity

See sketch by Schlamp attached to Avon Pollution Unit Report.

Location of Monticello Gas & Oil on U.S.G.S. map "Monticello, New York" shown by circle on partial copy of map in Avon Pollution Unit Report.

COPIES OF PLAINTIFF'S EXHIBIT 2
PROFFERED PRIOR TO REDACTION
PAGE 5

3. Effects which may be argued with reasonable certainty constituting contravention of standards on waters to which receiving waters are tributary.

Oil discharge was found to be injurious to fish life and made the waters unsuitable for bathing.

4. Attempts to obtain voluntary compliance and history.
Attach pertinent correspondence.
Original complaint and inspection dated 5/6/69
First letter to Monticello Gas & Oil dated 5/7/69
Second letter to Monticello Gas & Oil dated 5/29/69
Third letter to Monticello Gas & Oil dated 4/17/72

Complaints Registered

| Name | Date | Address | Phone |
|---|---|---|---|
| Mr. Ted Drew, Attorney for Doralee Estates, Inc. | 5/6/69 - 5/29/69 | 253 Broadway Monticello, N. Y. | 794-7110 |
| Dora Huss | 7/25/72 - 9/27/72<br>9/20/72 - 10/6/72 | Doralee Estates, Inc. Cold Spring Road, Monticello, N. Y. | 794-4537 |

Fishkills -- Number of Fish See Avon Pollution Unit Report

Date April 19 - 20, 1972

* Photographs taken should be attached with description, date taken, and name of photographer.

15. Other Article 12 violations.

Construction or operation without permit (Section 1730) [x]

Ineffective primary treatment (Sanitary Sewage) 1225 [ ]

Industrial waste discharging to municipal system contributing to pollution of receiving water (Section 1242) [ ]

Violation of Permit Conditions [ ]

COPIES OF PLAINTIFF'S EXHIBIT 2
PROFFERED PRIOR TO REDACTION
PAGE 6

6. Suggested schedule of abatement steps:

1. Submit report by January 1, 1973 that existing facilities are repaired to allow all oil contaminated water to pass through the oil trap.

2. Submit engineering plans detailing the elimination of all oil discharges by February 1, 1973.

3. Construct the necessary facilities by July 1, 1973.

17. Comments:

The management of Monticello Gas & Oil has been totally uncooperative. My letter to them of April 17, 1972 has not even been answered.

Although they installed a very small oil trap, they do not maintain it and it has not operated at all.

The private suit by Doralee Estates resulted in a settlement of monetary rewards to Doralee Estates and a date by which the oil pollution was to stop. They have exceeded that date and are, therefore, in contempt of court.

Even if the oil pollution is cleared up immediately, we still request that a fine be levied for the numerous violations of Article 17 of the Environmental Conservation Law.

(Signed)

DATE: _____

COPIES OF PLAINTIFF'S EXHIBIT 2
PROFFERED PRIOR TO REDACTION
PAGE 7

PLAINTIFF'S EXHIBIT 3 - LETTER FROM JOHN C. KWAK TO MONTICELLO GAS & OIL COMPANY, INC. DATED 4/17/72

**New York State Department of Environmental Conservation**
21 South Putt Corners Road, New Paltz, N.Y. 12561

Henry L. Diamond,
Commissioner

Warren H. McKeon,
Regional Director

April 17, 1972

Monticello Gas & Oil Company, Inc.
Cold Spring Road
Monticello, New York 12701

Re: Monticello Gas & Oil Spillage
Town of Thompson
Sullivan County

Gentlemen:

An inspection of the premises on which the Monticello Gas & Oil Company does its business and its environs made on March 21, 1972 revealed the following:

1. The ground surface is soaked with oil.
2. The surface drains were plugged with snow and being bypassed.
3. The bypassed surface water was contaminated with oil.
4. The oil catch basins were not maintained.
5. The oil traps were being bypassed.
6. Oil contaminated water was being discharged to the roadside ditch and thence to a swamp which was found to be heavily contaminated with oil.
7. The entire oil storage and transfer area was oozing oily water and the supposed oil traps were totally ineffective.

The oil periodically flows into the lakes on the Doralee Bungalow Colony property, designated as D-1-38-3-1-P39g Glass B in the Delaware River Drainage Basin Official Classifications book. This interferes with the use of the lakes for boating, swimming, and fishing by the guests of the Doralee Bungalow Colony.

Monticello Gas & Oil Company, Inc.
Page--2
April 17, 1972

We, therefore, must require that: 1) The existing facility be repaired by April 21, so that all oil contaminated water passes through the oil traps.

2) You have your engineer submit a plan to this office by May 30, whereby ALL drainage from the Monticello Gas & Oil Company property, except for roof drains, is passed through an oil trap. The plan must show all existing storage tanks, transfer piping, surface and subsurface drains, and details of the new oil trap. The oil trap must be designed to separate all the oil from the water before discharge. It must be large enough to contain the oil for a sixty day period and provide an easy method of oil removal.

When these plan are received, they will be reviewed, and, if acceptable, a permit to construct will be issued. After construction of the facility, a permit to operate will be issued.

Should you have any questions regarding the above, please contact me at the above address or phone 255-5453.

Sincerely,

John C. Kwak

John C. Kwak
Sanitary Engineer
Region 3

cc: J. Marcoglioso
D. Huss
W. McKeon
T. Drew
J. Lieber
J. Cohen
Morris Dietsch
Martin Dietsch

PLAINTIFF'S EXHIBIT 3 PROFFERED PRIOR TO REDACTION

Drew

New York State Department of Environmental Conservation
21 South Putt Corners Road, New Paltz, N.Y. 12561

Henry L. Diamond,
Commissioner

Warren H. McKeon,
Regional Director

April 17, 1972

Monticello Gas & Oil Company, Inc.
Cold Spring Road
Monticello, New York 12701

Re: Monticello Gas & Oil Spillage
Town of Thompson
Sullivan County

Gentlemen:

An inspection of the premises on which the Monticello Gas & Oil Company does its business and its environs made on March 21, 1972 revealed the following:

1. The ground surface is soaked with oil.
2. The surface drains were plugged with snow and being bypassed.
3. The bypassed surface water was contaminated with oil.
4. The oil catch basins were not maintained.
5. The oil traps were being bypassed.
6. Oil contaminated water was being discharged to the roadside ditch and thence to a swamp which was found to be heavily contaminated with oil.
7. The entire oil storage and transfer area was oozing oily water and the supposed oil traps were totally ineffective.

A reinspection made on the morning of April 13, 1972, a very rainy day, revealed that the above conditions still existed and that the high water flow in the swamp was carrying the greasy brown oil slicks downstream. The oil periodically flows into the lakes on the Doralee Bungalow Colony property, designated as D-1-38-3-1-P39g Glass B in the Delaware River Drainage Basin Official Classifications book. This interferes with the use of the lakes for boating, swimming, and fishing by the guests of the Doralee Bungalow Colony.

COPIES OF PLAINTIFF'S EXHIBIT 3
PROFFERED PRIOR TO REDACTION

PLAINTIFF'S EXHIBIT 4 - MEMORANDUM FROM L.C. LANGBEIN TO MR. R.G. BECK DATED 4/8/73

10

Plfs Ex 1. 2/ 3/ 4

CITGO

TO: Mr. R. G. Beck

cc Mr. T. O. Koch

FROM: L. C. Langbein

SUBJECT: N. G. O. T/S.

DATE: 8/73

MESSAGE:

I stopped in here on Friday afternoon. S. Greene was out but was reached on the phone. He pleaded for me to wait and got there in about 30 minutes. He will write a summary of the meeting he attended and forward the copies of the telegram and the citation. At any rate the fine was $500, which he expects us to pay and the stipulation that the tanks be removed by June 1st and at least 6" of earth be removed and replaced by August 1st. Sam claims that if Citgo was represented the fine would have been much more. in fact the law provides upto $2500.00 per day.

Sam has one bid approximately $ 5000.00 to remove the tanks and the top 6" of soils, question as to where this soil removed can be safely dumped. The contractor who made out the new site is interested and prefers to have the tanks removed by others. This two deals are the only ones Sam has to date and oddly enough does not know of any one else. I would think this large junk iron-steel people would have a few contractors to do such work. The bigger the there is some kerosolen in the tanks yet. The fuel has been removed but when I asked Sam about other products he was evasive and told me to ask Sam. Sam said there was some [illegible], the line will be lost in the freeing. There are bottoms in the tanks which can will be [illegible], but he feels that when the crane picks up the tanks at on end the product can be drained from the other end. He claims they can drain the tanks, I told him to put some water in to float the product up to the drain-off, I leave the water until freeze valves are not working.

In general from Sam's conversation it will take $8/7000 to comply with the citation of the State Pollution Control Board.

E-21

PLAINTIFF'S EXHIBIT 4 PROFFERED PRIOR TO REDACTION

TO: Mr. L. J. Peck

cc Mr. D. O. Koch

FROM: L. C. Langbein

CITGO

DATE: 8/8/73

SUBJECT: K. G. O. T/S.

MESSAGE:

Stopped in here on Friday afternoon. S. Greene was out but was reached on the phone. He headed for me to wait and got there in about 30 minutes. He will write a summary of the meeting attended and forward the copies of the telegram and the citation. At any rate the fine was 00, which he expects us to pay and the stipulation that the tanks be removed by June 1st and t least 6" of earth be removed and replaced by August 1st. Sam claims that if Citgo was presented the fine would have been much more. in fact the law provides upto $2500.00 per day.

Sam has one bid approximately $ 5000.00 to remove the tanks and the top 6" of soile, auction s to where this soil removed can be safely dumped. The contractor who made out the bid n interested and prefers to have the tanks removed by others. This two deals are the only mes Sam has to date and oddly enough does not know of any one else. I would think that arge junk iron steel people would have a few contractors to do such work. One kicker is that here is some gasolen in the tanks yet. The fuel has been removed but when I asked about other products she was evasive and told me to ask Sam. Sam said there was some gas, he the will be lost in gas freeing. There are bottoms in the tanks which do will have removed, ut he feels that when the crane picks up the tanks at on end the product can be drained from he other end. He claims they can drain the tanks, I told him to put some water in to float the product up to the drain-off, I assure the water anti-freeze valves are not working.

In general from Sam's conversation it will take $6/7000 to comply with the citation of the tate Pollution Control Board. He said they put fine thru the wringer with questions. He ears that they do not care to put pressure on Citgo only the operator. Sam pleaded ignorance and that he was only there a few years, the plant is 40/45 years old etc etc.

SIGNED

REPLY: At any rate I don not think we are getting any bargain in giving that land to [illegible] we are liable for all past sins and ommission of Mgo and the predecessors. Especially when they need the land to round out the pieces they acquired next door to us, and they look to us to pay all fines and costs to comply with the State Anti-Pollution Committee.

If I am to be involved in anything here, I surely trust that I will be kept informed of any and all action concerning this property.

The old plant has quite an area in the building, the meters were removed from the racks, but the two 8 [illegible] plants are still there, tho I have by re-[illegible] gas from the small storage tanks

COPIES OF PLAINTIFF'S EXHIBIT 4 PROFFERED PRIOR TO REDACTION

Continued

L. C. Langbein

SIGNED

DATE:

RETURN TO SENDER

E-22

PLAINTIFF'S EXHIBIT 5 - CITIES SERVICE OIL COMPANY
CONSTRUCTION REQUISITION DATED 1/26/73

Pltff Exh 2 Deft

CITIES SERVICE OIL COMPANY
CONSTRUCTION REQUISITION

| | | | |
|---|---|---|---|
| RELATED REQS. | REGION Boston | AREA | N.Y. REQ. # 7306 |
| | SERVING TANK STATION: Monticello | T/S # 5313 | L.R. NO. |
| | PROPERTY NUMBER 31-105-001 | COST CENTER # 4-3135313 | W.O. NO. |
| | TITLE Sell Tank Station Monticello, N.Y. | | DATE 1-26-73 |

| EXPENDITURES | CONSTRUCTION | EXPENSE | TOTAL |
|---|---|---|---|
| PRIOR YEARS | | | |
| THIS YEARS 19 73 | R1 | | R1 |
| FOLLOWING YEARS | | | |
| TOTAL EXPENDITURES | R1 | | R1 |
| DIFFERENCE FROM PRECEDING CONCURRENCE | | | |

| | N. Y. REQ. # | A.F.E. NUMBER | | | | AMOUNT (S) |
|---|---|---|---|---|---|---|
| | | | ST. | | | |
| INVEST | | 9- | | 4 | | |
| RETIRE | 7306 00 | 9- | 31 | 4 | 1317 | R1 |
| EXP. | | 9- | | 4 | | |

| EARNINGS BENEFITS AND CASH PRODUCTION | | AMOUNT | RETURN ON EXPEND. |
|---|---|---|---|
| NET OPERATING INCOME BEFORE RESERVES | | | % |
| NET INCOME | | | % |
| CASH PRODUCTION | CASH PAYOUT | | YRS |
| PROFITABILITY INDEX | | | |

SUMMARY OF REASONS FOR RECOMMENDING THIS WORK

In 1966, a suit was brought against Monticello Gas & Oil and Cities Service [redacted] The suit was settled in 1972 at a cost to us of $4500 plus legal and court fees. In addition, we are now under court order to either install an oil-water separator or cease operations. The cost of a separator is estimated at $46,000, and the removal of tanks and replacement of oil soaked soil, necessary if operations are stopped, would be approximately $7500.

Maintenance costs were $5,000, $6,000, and $3,000 for 1970, 1971, and 1972, respectively. A substantial amount of work, estimated at $6,900, is needed to upgrade the warehouse office building. The distributor now occupying the property is paying $200 per month. He is building a new tank station and anticipates occupancy early this year.

Since we are being exposed to further damage claims by continued operation of this facility and since substantial expenditures would be required to remove the tanks and replace the saturated soil, we propose to sell all land and improvements to our distributor, Monticello Gas & Oil, for the sum of $1.00 along with written indemnification from further liability.

| APPROVALS: DEPARTMENT | REGION | DATE | APPROVALS: GENERAL OFFICE | DATE |
|---|---|---|---|---|
| | | | | |
| | Prepared By G.O.Operations | 1-26-73 | | 1-26-73 |
| SALES | | | | 1-26-73 |
| OPERATIONS | | | | |
| REGION MANAGER | | | | 1-26-73 |

E-23

DESCRIPTION OF RETIREMENTS
MONTICELLO, N.Y. TANK STA.
CC# 4-3135313

| Acct. | Qty. | Description | Cost | Depr. As Of 12/31/73 | Net Value |
|---|---|---|---|---|---|
| 4101 | | Land | $14,000.35 | -0- | $14,000.35 |
| | | Total 4101 | $14,000.35 | -0- | $14,000.35 |
| 4121 | | Bldg. & Struct. | $31,705.00 | $26,315.15 | $ 5,389.85 |
| | | " | 750.00 | 581.25 | 168.75 |
| | | " | 1,780.00 | 226.95 | 1,553.05 |
| | | Total 4121 | $34,235.00 | $27,123.35 | $ 7,111.65 |
| 4122 | 1 | Chair | $ 5.00 | $ 4.15 | $ .85 |
| | 1 | York Safe | 75.00 | 62.25 | 12.75 |
| | 1 | Royal Typewriter | 100.00 | 83.00 | 17.00 |
| | 1 | Adding Machine | 75.00 | 62.25 | 12.75 |
| | 1 | Billing Machine | 200.00 | 166.00 | 34.00 |
| | | Total 4122 | $ 455.00 | $ 377.65 | $ 77.35 |
| 4125 | 1 | 25000 Gal. Tank | $ 2,100.00 | $ 1,743.00 | $ 357.00 |
| | 1 | 23000 Gal. Tank | 1,900.00 | 1,577.00 | 323.00 |
| | 1 | 20000 Gal. Tank | 1,400.00 | 1,162.00 | 238.00 |
| | 1 | 10000 Gal. Tank | 800.00 | 664.00 | 136.00 |
| | 1 | 7000 Gal. Tank | 400.00 | 332.00 | 68.00 |
| | 1 | Unloading Pump & Motor | 425.00 | 352.75 | 72.25 |
| | 2 | Rand 5 H.P. Pumps | 526.91 | 292.43 | 234.48 |
| | 1 | Smith Meter | 175.00 | 145.25 | 29.75 |
| | 1 | Bowser Meter | 75.00 | 62.25 | 12.75 |
| | | Total 4125 | $ 7,801.91 | $ 6,330.68 | $ 1,471.23 |
| | | GRAND TOTAL | $56,492.26 | $33,831.68 | $22,660.58 |

E-24

PLAINTIFF'S EXHIBIT 5 PROFFERED PRIOR TO REDACTION

Pltfs Exh 2 Defendt

138IP 11/67

## CONSTRUCTION / ACQUISITION

| | | | |
|---|---|---|---|
| RELATED REQS. | REGION Boston | AREA | N.Y. REQ. # 7306 |
| | SERVING TANK STATION: Monticello | T/S # 5313 | L.R. NO. |
| | PROPERTY NUMBER 31-105-001 | COST CENTER # 4-3135313 | W.O. NO. |
| | TITLE Sell Tank Station Monticello, N.Y. | | DATE 1-26-73 |

| EXPENDITURES | CONSTRUCTION | EXPENSE | TOTAL |
|---|---|---|---|
| PRIOR YEARS | | | |
| THIS YEARS 19 73 | R1 | | R1 |
| FOLLOWING YEARS | | | |
| TOTAL EXPENDITURES | R1 | | R1 |
| DIFFERENCE FROM PRECEDING CONCURRENCE | | | |

| | N. Y. REQ. # | A.F.E. NUMBER | | | | AMOUNT ($) |
|---|---|---|---|---|---|---|
| | | | ST. | | | |
| INVEST | | 9- | | 4 | | |
| RETIRE | 7306 00 | 9- | 31 | 4 | 1317 | R1 |
| EXP. | | 9- | | 4 | | |

| EARNINGS BENEFITS AND CASH PRODUCTION | AMOUNT | RETURN ON EXPEND. |
|---|---|---|
| NET OPERATING INCOME BEFORE RESERVES | | % |
| NET INCOME | | % |
| CASH PRODUCTION CASH PAYOUT | | YRS |
| PROFITABILITY INDEX | | |

### SUMMARY OF REASONS FOR RECOMMENDING THIS WORK

In 1966, a suit was brought against Monticello Gas & Oil and Cities Service for pollution of an adjoining lake and the resulting game fish destruction and loss of business by a summer resort hotel. The suit was settled in 1972 at a cost to us of $4500 plus legal and court fees. In addition, we are now under court order to either install an oil-water separator or cease operations. The cost of a separator is estimated at $46,000, and the removal of tanks and replacement of oil soaked soil, necessary if operations are stopped, would be approximately $7500.

Maintenance costs were $5,000, $6,000, and $3,000 for 1970, 1971, and 1972, respectively. A substantial amount of work, estimated at $6,900, is needed to upgrade the warehouse office building. The distributor now occupying the property is paying $200 per month. He is building a new tank station and anticipates occupancy early this year.

Since we are being exposed to further damage claims by continued operation of this facility and since substantial expenditures would be required to remove the tanks and replace the saturated soil, we propose to sell all land and improvements to our distributor, Monticello Gas & Oil, for the sum of $1.00 along with written indemnification from further liability.

COPIES OF PLAINTIFF'S EXHIBIT 5
PROFFERED PRIOR TO REDACTION
PAGE 1

| APPROVALS: DEPARTMENT | REGION | DATE | APPROVALS: GENERAL OFFICE | DATE |
|---|---|---|---|---|
| | | | | |
| | Prepared By G.O.Operations | 1-26-73 | | 1-26-73 |
| SALES | | | | 1-26-73 |
| OPERATIONS | | | | 1-26-73 |
| REGION MANAGER | | | | |

DESCRIPTION OF RETIREMENTS
MONTICELLO, N.Y. TANK STA.
CC# 4-3135313

| Acct. | Qty. | Description | Cost | Depr. As Of 12/31/73 | Net Value |
|---|---|---|---|---|---|
| 4101 | | Land | $14,000.35 | -0- | $14,000.35 |
| | | Total 4101 | $14,000.35 | -0- | $14,000.35 |
| 4121 | | Bldg. & Struct. | $31,705.00 | $26,315.15 | $ 5,389.85 |
| | | " | 750.00 | 581.25 | 168.75 |
| | | " | 1,780.00 | 226.95 | 1,553.05 |
| | | Total 4121 | $34,235.00 | $27,123.35 | $ 7,111.65 |
| 4122 | 1 | Chair | $ 5.00 | $ 4.15 | $ .85 |
| | 1 | York Safe | 75.00 | 62.25 | 12.75 |
| | 1 | Royal Typewriter | 100.00 | 83.00 | 17.00 |
| | 1 | Adding Machine | 75.00 | 62.25 | 12.75 |
| | 1 | Billing Machine | 200.00 | 166.00 | 34.00 |
| | | Total 4122 | $ 455.00 | $ 377.65 | $ 77.35 |
| 4125 | 1 | 25000 Gal. Tank | $ 2,100.00 | $ 1,743.00 | $ 357.00 |
| | 1 | 23000 Gal. Tank | 1,900.00 | 1,577.00 | 323.00 |
| | 1 | 20000 Gal. Tank | 1,400.00 | 1,162.00 | 238.00 |
| | 1 | 10000 Gal. Tank | 800.00 | 664.00 | 136.00 |
| | 1 | 7000 Gal. Tank | 400.00 | 332.00 | 68.00 |
| | 1 | Unloading Pump & Motor | 425.00 | 352.75 | 72.25 |
| | 2 | Rand 5 H.P. Pumps | 526.91 | 292.43 | 234.48 |
| | 1 | Smith Meter | 175.00 | 145.25 | 29.75 |
| | 1 | Bowser Meter | 75.00 | 62.25 | 12.75 |
| | | Total 4125 | $ 7,801.91 | $ 6,330.68 | $ 1,471.23 |
| | | GRAND TOTAL | $56,492.26 | $33,831.68 | $22,660.58 |

COPIES OF PLAINTIFF'S EXHIBIT 5
PROFFERED PRIOR TO REDACTION
PAGE 2

PLAINTIFF'S EXHIBIT 6 - CITGO INTER-OFFICE LETTER FROM D.O. KOCH TO MR. W.H. RICHMAN DATED 4/23/73

Pltffs Exh 3 Dfendt

CITGO

INTER-OFFICE LETTER

Tulsa, Oklahoma

April 23, 1973
File No. 2501

TO: Mr. W. H. Richman

FROM: D. O. Koch

SUBJECT: Monticello, New York Tank Station
Doralee Estates, Inc. vs. Cities Service Oil Company
P. N. 31-105-001

In accordance with your request, the following is a brief synopsis of the events leading up to subject suit filed on February 28, 1973:

This tank station was purchased from Monticello Gas and Oil Company, Inc. (MGO) on October 30, 1957, for $45,000 when Cities Service Oil Company acquired the physical assets of MGO, formerly a distributor of ESSO. Simultaneously the principals of MGO became our commission agents and branded jobbers and they leased this property from us.

The file indicates the first incident of reported pollution was in May, 1969, when the New York State Department of Health advised MGO that the drainage of oil (oil-water runoff) from the property had to be eliminated. An inspection made by a local P. E. in 1967 indicated the ground in the vicinity of the storage tanks was saturated with oil and ground water was carrying this oil into an adjacent highway ditch. The P. E. recommended the installation of a grease trap which was subsequently installed. An inspection in July 1969, by the P. E. revealed that there was still some oil-water runoff and another grease trap was recommended.

We then proceeded to negotiate the sale of the property to MGO and the sale price was reduced in proportion to MGO's share of the expense to eliminate the oil drainage problem. An offer from MGO was received in September 1969, in the amount of $9,500, as a condition of the sale, MGO was to be held harmless from all liability. The sale was subsequently tabled since Doralee Estates had filed suit for damages totaling $50,000.

On April 25, 1972, a $12,500 settlement was granted by the court to Doralee. In addition, the defendants (CSO-$7,000 and MGO-$5,500) were given six months until October 24, 1972, to correct the oil drainage situation. Plans covering the system to eliminate runoff from the property were to be submitted to the court within 60 days. In the event the plant was abandoned by CSOC and MGO, the obligation to prepare and submit plans and construct the same was to be voided.

MGO decided to construct a new tank station on property they owned and they attempted to get a 60 day extension to December 24, 1972, when they could see that the construction of the new facility would not be completed in time to abandon subject property by October 24, 1972. The request for 60 day extension was denied by Doralee.

A requisition to sell the property to MGO for $1.00 was approved February 2, 1973. A copy of the requisition is attached, outlining the reasons for the sale.

On February 28, 1973, Doralee filed suit against Cities Service Oil Company for damages sustained as a result of our failure to comply with the stipulations of the April 25, 1972 settlement.

MGO has received a $500 fine imposed by the State Pollution Committee and also a stipulation that the tanks be removed by June 1, 1973 and at least 6" of earth be removed and replaced from the property by August 1, 1973. The cost to comply with the citation is estimated at $6,000 - $7,000.

MGO has been paying $300 per month rental on this property and according to the Rents Receivable Section, they have not received any Stop Rental Notices. Wayne Seltzer, Tulsa Credit Department, advises that January, February and March rental payments have not been received.

DOK:ew

DOK

cc: Mr. L. C. Langbein
Mr. J. D. Neer

PLAINTIFF'S EXHIBIT 6 PROFFERED PRIOR TO REDACTION

Pltffs Exh 3 Dent

CITGO

INTER-OFFICE LETTER

Tulsa, Oklahoma

April 23, 1973
File No. 2501

6 trial

TO: Mr. W. H. Richman

FROM: D. O. Koch

SUBJECT: Monticello, New York Tank Station
Doralee Estates, Inc. vs. Cities Service Oil Company
P. N. 31-105-001

In accordance with your request, the following is a brief synopsis of the events leading up to subject suit filed on February 28, 1973:

This tank station was purchased from Monticello Gas and Oil Company, Inc. (MGO) on October 30, 1957, for $45,000 when Cities Service Oil Company acquired the physical assets of MGO, formerly a distributor of ESSO. Simultaneously the principals of MGO became our commission agents and branded jobbers and they leased this property from us.

The file indicates the first incident of reported pollution was in May, 1969, when the New York State Department of Health advised MGO that the drainage of oil (oil-water run-off) from the property had to be eliminated. An inspection made by a local P. E. in 1967 indicated the ground in the vicinity of the storage tanks was saturated with oil and ground water was carrying this oil into an adjacent highway ditch. The P. E. recommended the installation of a grease trap which was subsequently installed. An inspection in July 1969, by the P. E. revealed that there was still some oil-water runoff and another grease trap was recommended.

We then proceeded to negotiate the sale of the property to MGO and the sale price was reduced in proportion to MGO's share of the expense to eliminate the oil drainage problem. An offer from MGO was received in September 1969, in the amount of $9,500, as a condition of the sale, MGO was to be held harmless from all liability. The sale was subsequently tabled since Doralee Estates had filed suit for damages totaling $50,000.

COPIES OF PLAINTIFF'S EXHIBIT 6
PROFFERED PRIOR TO REDACTION
PAGE 1

On April 25, 1972, a $12,500 settlement was granted by the court to Doralee. In addition, the defendants (CSO-$7,000 and MGO-$5,500) were given six months until October 24, 1972, to correct the oil drainage situation. Plans covering the system to eliminate runoff from the property were to be submitted to the court within 60 days. In the event the plant was abandoned by CSOC and MGO, the obligation to prepare and submit plans and construct the same was to be voided.

MGO decided to construct a new tank station on property they owned and they attempted to get a 60 day extension to December 24, 1972, when they could see that the construction of the new facility would not be completed in time to abandon subject property by October 24, 1972. The request for 60 day extension was denied by Doralee.

A requisition to sell the property to MGO for $1.00 was approved February 2, 1973. A copy of the requisition is attached, outlining the reasons for the sale.

On February 28, 1973, Doralee filed suit against Cities Service Oil Company for damages ~~in the amount of $137,~~500 sustained as a result of our failure to comply with the stipulations of the April 25, 1972 settlement.

MGO has received a $500 fine imposed by the State Pollution Committee and also a stipulation that the tanks be removed by June 1, 1973 and at least 6" of earth be removed and replaced from the property by August 1, 1973. The cost to comply with the citation is estimated at $6,000 - $7,000.

MGO has been paying $300 per month rental on this property and according to the Rents Receivable Section, they have not received any Stop Rental Notices. Wayne Seltzer, Tulsa Credit Department, advises that January, February and March rental payments have not been received.

DOK

DOK:ew

cc: Mr. L. C. Langbein
Mr. J. D. Neer

COPIES OF PLAINTIFF'S EXHIBIT 6
PROFFERED PRIOR TO REDACTION
PAGE 2

PLAINTIFF'S EXHIBIT 7 - CITGO INTER-OFFICE LETTER
FROM D.O. KOCH TO MR. L.C. LANGBEIN DATED 4/17/73

CITGO

INTER-OFFICE LETTER

Tulsa, Oklahoma

April 17, 1973
File No. 2501

TO: Mr. L. C. Langbein

FROM: D. O. Koch

SUBJECT: Monticello, New York Tank Station

Russell Smith of our Tulsa Legal Department is working on the suit filed against us by Doralee Estates, Inc., and will advise us of any action we should take regarding the clearing of subject property.

Your memo of 4/8/73, indicated that Monticello Gas and Oil Corporation had received a $500 fine and a citation stipulating that the tanks be removed by June 1, 1973, and at least 6" of earth be removed and replaced by August 1, 1973. Estimated cost to conform is $6,000 - $7,000.

DOK

DOK:ew

cc: Mr. W. H. Richman

PLAINTIFF'S EXHIBIT 7 PROFFERED PRIOR TO REDACTION

Plfs Exh 4 Ident

CITGO

INTER-OFFICE LETTER

Tulsa, Oklahoma

April 17, 1973
File No. 2501

TO: Mr. L. C. Langbein

FROM: D. O. Koch

SUBJECT: Monticello, New York Tank Station

Russell Smith of our Tulsa Legal Department is working on the suit filed against us by Doralee Estates, Inc., and will advise us of any action we should take regarding the clearing of subject property.

Your memo of 4/8/73, indicated that Monticello Gas and Oil Corporation had received a $500 fine and a citation stipulating that the tanks be removed by June 1, 1973, and at least 6" of earth be removed and replaced by August 1, 1973. Estimated cost to conform is $6,000 - $7,000.

The suit filed by Doralee, dated 2/28/73, requests damages in the amount of $137,500.00.

DOK

DOK:ew

cc: Mr. W. H. Richman

COPIES OF PLAINTIFF'S EXHIBIT 7
PROFFERED PRIOR TO REDACTION

PLAINTIFF'S EXHIBIT 8 - LETTER FROM C.F. TEBO TO MORTON I. BAUM, ESQ. DATED 5/7/73

Plf by Def's Deft. Koch

CITGO

CITIES SERVICE OIL COMPANY

10 Forbes Road
Braintree, Massachusetts 02184
Telephone: 617-848-1100

J.C. Langlois 5/10/73

May 7, 1973

Morton I. Baum, Esquire
Baum & Gersten
15 Hamilton Avenue
Monticello, New York 12701

Dear Mr. Baum:

Please excuse our delay in corresponding with you concerning the M.G.O. proposal to purchase our bulk plant.

Since we have received your deed and hold harmless clause we have been named in a law suit regarding alleged pollution problems.

We have determined that it is necessary for us to dismantle the property, remove top soil and replace top soil to prevent further possible litigation. With this expenditure facing us, which we did not anticipate in our original proposal to M.G.O., we are reconsidering the sale price; it doesn't appear that the One Dollar price is feasible in view of the above. We will contact you as soon as we establish our costs and timetable to complete the work.

Very truly yours,

C. F. Tebo

C. F. Tebo
Region Sales Manager

CFT:R

cc: W. H. Richman
R. G. Beck
R. H. Smith
R. F. Latshaw

PLAINTIFF'S EXHIBIT 9 - CITGO INTER-OFFICE LETTER
FROM L.C. LANGBEIN TO R.F. LATSHAW DATED 5/10/73

Plt's Exh 6 Deft

CITGO

INTER-OFFICE LETTER

Englewood Cliffs, New Jersey 07632

May 10, 1973

R. F. Latshaw
cc C. F. Tebo
D. Buck
D. Koch

RE: Monticello Gas & Oil Co.

I have contracted to have the aboveground tanks removed from the tank station. I have asked Ms. Ethel, in Sam Greene's absence to have the bottoms of the gasolene tanks pumped out and the electric service disconnected. The removal is scheduled to begin no later than next week and all cleared out in two weeks. This includes the pumphouse and lean to. After this is accomplished the contractor will remove approximately one foot of earth, grade and bring in new bank run soil-gravel.

Sam returned from vacation and I apprised him of the situation. I asked for the keys to the plant and also the return of the meters etc he had removed. These are installed on his new rack. He was just a little flabbergasted. He asked for the $ 500.00 to pay the fine that was levied against MGO. I told him that this entire file was turned over toe D. Koch who advised me that he had no authority to pay this. I suggested he take this up with his people and Mr. R F Latshaw. He was unaware of the fact that the sale @ $1.00 was called off. If you have any further suggestions please advise.

See Baker

LCL

L. C. Langbein

PLAINTIFF'S EXHIBIT 10 - BILL OF J. ALISEO FOR $1800.00 RENDERED FOR DESCRIBED SERVICES TO CITIES SERVICE OIL CO., WITH ATTACHED AGREEMENT NO. M32064 DATED 5/4/73

Plf Exh 7 Admit

MONTHLY STATEMENT OF YOUR ACCOUNT

TELEPHONE
782-0553

# J. ALISEO

FUEL OIL
OIL BURNER SERVICE
BOX 552 MONROE, N.Y. 10950

REMITTANCES AND CHARGES RECEIVED LATER WILL APPEAR ON NEXT STATEMENT

Cities Service Oil Co
10 Forbes Rd.
Braintree, Mass.

PLEASE ENTER AMT. OF PAYMENT
$

PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE.

FROM YOUR PREVIOUS BALANCE OF

| DATE | DELIVERY TICKET NO. | GALLONS DELIVERED | WE HAVE ADDED DELIVERIES OF | WE HAVE DEDUCTED PAYMENTS RECEIVED |
|---|---|---|---|---|
| Removing all oil soaked earth, carted away & replaced with clean. Bank run. | | | | |

IF BALANCE OF YOUR ACCOUNT IS NOT CORRECT PLEASE ADVISE PROMPTLY

Thank You

YOUR NEW BALANCE IS LAST AMOUNT IN THIS COLUMN

Total 1800 00

# AGREEMENT WITH INDEPENDENT CONTRACTOR

## CITIES SERVICE OIL COMPANY

No. M 32064

Location Monticell T/S 31-105-001 Cold Spring Rd., Monticello, N.Y.

Date of Contract May 4 1973

For and in consideration of the payments set out below, J. ~~XXXX~~ Alisco Fuel Oil Co., hereinafter called Contractor, has agreed and does hereby agree with CITIES SERVICE OIL COMPANY, hereinafter called Company, to do and perform the work hereinafter described, under the terms and conditions printed on reverse side hereof:

DESCRIPTION OF WORK TO BE DONE

To remove all oil soaked earth in the front yard of this plant that is oil soaked, carting same away and disposing of same in a safe manner.

to replace all oil soaked earth removed with clean bank run-earth and/or gravel.

This work to be completed on or before August 1, 1973

| CONTRACT PRICE BASIS | ACCT. NO. | AMOUNT |
|---|---|---|
| In full upon satisfactory completion | 43135313 X 4671.2 | $ 1500.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

It is the intent of the parties hereto that the terms printed on the reverse side hereof will control irrespective of any subsequent execution of a work order, purchase order, receipt, or similar instrument by an employee, representative, or agent of Cities Service Oil Company.

CITIES SERVICE OIL COMPANY

By L A Langan (Agent of Company)

J. Alisco Fuel Oil Co., (Contractor)

By J. [illegible]

Mailing Address of Contractor Box. # 552, Monroe, N.Y. 10950

Contractor's Identification Nos. FOAB ..... SUI ..... State of .....

Taxpayer Identification Number 070-1542-84

| Contract Completed | Accepted By | Approved | | |
|---|---|---|---|---|
| 19 | | | | |

CONTRACTOR AGREES:

1. That his compensation for the work covered by this contract shall be due upon completion of the same to the satisfaction of the Company, and the furnishing to Company of good and sufficient evidence that all laborers performing labor and material men furnishing material, machinery, supplies, equipment, trucks, or other property of any kind whatsoever, used directly or indirectly in the performance of or in connection with said work have been fully paid for such labor, material, machinery, supplies, equipment, including sales and use taxes thereon, trucks or other property, including rentals or any other charge therefor, have been fully and finally paid, discharged and settled. It is further understood that in addition to any other right or remedy it may have, Company may deduct from any sums becoming due Contractor hereunder any and all sums due it for damage to the material and/or equipment hauled for it hereunder, or for damage due it for breach of this contract or any covenant thereof.

2. Contractor agrees to defend, indemnify, and hold Company harmless from all liability for damage to the person and/or property of all persons arising from the performance or non-performance of operations contracted herein and purchase or provide the following insurance:

(a) Insurance which shall comply with the Workmen's Compensation and Occupational Disease laws of the state or states in which the work is to be performed and Coverage B, Employers' Liability insurance with a minimum limit of $100,000. The purchase of commercial Workmen's Compensation insurance is not required if Contractor has state approval to carry as own risk.

(b) Public Liability insurance covering operations performed under the contract, including coverage for liability assumed in this agreement, with minimum damage limits of $25,000 for bodily injury to each person and $50,000 each accident and property damage of $25,000 each accident.

(c) Automobile Liability insurance covering all owned, non-owned, and hired motor vehicles used in connection with the work contracted with minimum damage limits of $25,000 for bodily injury to each person and $50,000 each accident and property damage of $10,000 each accident.

To furnish evidence of the above insurance to the Company.

That failure to comply with any of the provisions of this numbered paragraph 2 will entitle the Company to terminate this contract at any time and also to recover from the Contractor any payment or payments made by the Company, by reason of such failure.

3. To comply with all the Social Security Laws, both Federal and State, in force and effect on the date of this Contract, and to give reasonable proof of the same, and to protect the Company from any liability for any State or any Federal Social Security Tax or contribution arising from this contract.

4. It is further understood and agreed that Company shall have no power or authority to direct, supervise or control Contractor in the means, manner or method of performance of the work which forms the subject matter hereof, but that Contractor shall, in the exercise of his independent employment, select the means, manner and method of performance of such work, being responsible to Company solely for results obtained.

5. Failure to perform this contract by either party shall be excused when caused by fires, floods, strikes, Acts of God or other causes beyond the control of such party.

6. Contractor agrees to comply with the Walsh-Healey Act, the Fair Labor Standards Act and agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

7. Contractor agrees to comply with the Nondiscrimination Provisions of Executive Order 11246, which are incorporated herein by reference.

8. That for audit and invoicing purposes:

(a) Contractor's records pertaining to charges made pursuant to this agreement will be subject to audit by representatives of Cities Service Oil Company.

(b) Invoices submitted for work charged on an hourly basis will be supported by work tickets showing description, date, and location of work performed and the names of employees and hours each worked. Contractor will retain supporting records for a minimum period of three years.

PLAINTIFF'S EXHIBIT 12 - BILL DATED 7/13/73 OF WILLIAM COOPER & SONS FOR $2650.00 RENDERED FOR DESCRIBED SERVICES TO CITIES SERVICE, INC., WITH ATTACHED AGREEMENT NO. M 32068 DATED 7/2/73

Pltf Exh 9 Defendant
Allen Monticello
31-105-00

STATEMENT

WILLIAM COOPER & SONS
SAND & GRAVEL
BOX 1 - MONTICELLO, N.Y. 12701
Telephone 794-6191

DATE July 13 73

Cities Service Inc
Attn R. Longbein

Please detach and return upper portion with your remittance. $

| DATE | CHARGES AND CREDITS | BALANCE |
|---|---|---|
| 7/13/73 | excavation of property return of fill dirt removing fences & debris etc. grading property | 2500.00 |
| | 6% tax | 150.00 |
| | | $2650.00 |
| | 7.77 | |

YOUR CHECK IS YOUR RECEIPT

# AGREEMENT WITH INDEPENDENT CONTRACTOR

No. M 32068

## CITIES SERVICE OIL COMPANY

Location Route 17B Monticello N.Y. Date of Contract 7-2 19 73

For and in consideration of the payments set out below, Cooper & Lane hereinafter called Contractor, has agreed and does hereby agree with CITIES SERVICE OIL COMPANY, hereinafter called Company, to do and perform the work hereinafter described, under the terms and conditions printed on reverse side hereof:

DESCRIPTION OF WORK TO BE DONE

Remove old cedar fence, trees, debris etc
Remove approximately 12" of oil soaked earth in areas as
inspected, generally a line from garage door to gate in North side
and from workshop door to front gate on South side. Remove all burns
used in operation, dispose of all material removed. Grade and level.
Fill with clean earth with same approximate grade.
This confirms specifications received on site 7-2-73 from Sam Green
Reg. Corp. + R.C. Langston.

| CONTRACT PRICE BASIS | ACCT. NO. | AMOUNT |
|---|---|---|
| Payment in full upon satisfactory completion | 4313 5313 X 4932 | $2500.00 |

It is the intent of the parties hereto that the terms printed on the reverse side hereof will control irrespective of any subsequent execution of a work order, purchase order, receipt, or similar instrument by an employee, representative, or agent of Cities Service Oil Company.

CITIES SERVICE OIL COMPANY

By R C Langston (Agent of Company)

William Cooper Inc (Contractor)

By Gary Cooper

Mailing Address of Contractor Box 1001 Monticello, N.Y. 12701

Contractor's Identification Nos. FOAB ..... SUI ..... State of .....

Taxpayer Identification Number 14-1324255

| Contract Completed | Accepted By | Approved | | |
|---|---|---|---|---|
| 7/14 19 | R C Langston | | | |

02-20-16 37-4P (12-69) 20M 4-70 JOPCO

PLAINTIFF'S EXHIBIT 13 - CITGO INTER-OFFICE MEMO
FROM L. C. LANGBEIN TO MR. J.D. NEER DATED 7/16/73

**INTER-OFFICE MEMO**

Pltf Exh 10 Identif.

CITGO

**TO:** Mr. J. D. Neer

**FROM:** L. C. Langbein

**SUBJECT:** Monticello Tank Station

**DATE:** 7/16/73

**MESSAGE:**

Enclosed 2 polaroids taken Friday AM in rain. Again fresh earth looks good. Sam Green all yesterday looked this over during removal and fill and says at the old pump house location they removed 3' or more in spots of oil soaked dirth. Sam said he would call the state inspector to get him in and make his final report that the order was fully complied with.

Texaco invoice for final payment to close file.

M. Gas & Oil is still interested in buying. I told them to contact Mr. Pearson or Davis.

SIGNED L C Langbein

**REPLY:**

DATE: SIGNED

Form 63-45 (10-71)
02-01-52

ORIGINATOR - DETACH FOR FILE COPY

PLAINTIFF'S EXHIBIT 14 - LETTER FROM L.C. LANGBEIN TO MR. P.J. REARDON DATED 8/8/73 - NOT SIGNED - WITH ATTACHED INTER-OFFICE LETTER DATED 7/31/73 FROM D.O. KOCH TO MR. C.F. TEBO

Pltf Exh 11 Identif. 9/19

August 8, 1973

Mbr T/s closing

TO: Mr. P. J. Reardon

FROM: L. C. Langbein

SUBJECT: Property #31-105-001
Distributor Tank Station
Monticello, New York

As requested in Mr. Koch's letter of July 31st, I wish to advise that I have expended $6,500 in order to comply with the citation given to us by Mr. Same Greene. For the record only, I did not furnish Mr. Koch with M. G. O. Corp.'s offer to buy this property.

LCL:v

cc:Messrs. C. F. Tebo
D. O. Koch
R. F. Latshaw
R. H. Smith

18

CITGO

INTER-OFFICE LETTER

Tulsa, Oklahoma

July 31, 1973

TO: Mr. C. F. Tebo

FROM: D. O. Koch

SUBJECT: P. N. 31-105-001
Monticello Tank Station
Monticello, New York

Attached is an offer to purchase subject property, dated July 5, 1973, in the amount of $4,500 from M. G. O. Corp.

This offer was given to me by Roy Langbein last week during my visit to Boston.

After reviewing the file upon returning to Tulsa, I am of the opinion that any recommendation on the sale of this property to M. G. O. should originate from your office.

By copy of this letter, I am requesting Roy Langbein to furnish you with the total cost of the cleanup operation which was required to comply with the State of New York, Department of Environmental Conservation Order on Consent, Schedule A.

DOK:ew

Attachment

cc: Messrs. L. C. Langbein
R. H. Smith
R. Latshaw

PLAINTIFF'S EXHIBIT 17 - CITGO INTER-OFFICE LETTER
FROM L.C. LANGBEIN TO MR. D.O. KOCH DATED 8/31/73

P Mg Ch 14 Ident

INTER-OFFICE LETTER

Boston, Mass.

Augus 31, 1973

Mr. D. O. Koch

Re: Yor Letter 8/24
Your Fil e # 1002
Monticello T/S.
31-D05-001

I have already submitted a 349 to abandon all of the equipment and the pump house and loading racks. I sent these to you on June 8, 1973. I am holding copies here awaiting your reply to my memo which transmitted same to you. I attach photo copies for you information.

All materials were removed from the premises in order to comply with the State Order on M. G. O. Co.

L. C. Langbein

PLAINTIFF'S EXHIBIT 18 - CITGO NOTE FROM J. SWEENEY TO ROY (LANGBEIN) WITH ATTACHMENTS - LETTER FROM SAM GREENE TO CITIES SERVICE OIL CO. DATED 4/20/73 - CONSENT ORDER (UNSIGNED, UNDATED)

CITGO

4/24 19 73

TO Roy

originals sent to D Kochi to-day

J Sweeney

M. G. O. CORP.
MONTICELLO GAS & OIL CO., INC.
P. O. Box 10 Monticello, N. Y. 12701

REGISTERED NO. 3920

ATT: Roy Langbein
Registered Mail-Return Receipt Requested

Cities Service Oil Co.
10 Forbes Road
Braintree, Mass. 02184

RETURN RECEIPT REQUESTED

APR 20 73

1 26

Area Code 914 794-4330

M. G. O. CORP. MONTICELLO GAS & OIL COMPANY, INC.

P. O. BOX 10, MONTICELLO, NEW YORK 12701

April 20, 1973

Cities Service Oil Co.
10 Forbes Road
Braintree, Mass. 02184

ATT: Roy Langbein

RE: Dep't. of Environment Conservation--Monticello Gas & Oil Co., Inc.

Dear Roy:

Enclosed you will find an Order On Consent from the Department of Environmental Conservation, which I had spoken to you about on April 6th.

Please be advised that they have given me until June 1st to remove tanks, saddles, concrete abuttments, etc., as per Schedule A of their Directive.

Roy, please don't sit on this. Unless we remove this by June 1st, we will be liable for additional fines. Kindly call me before April 27th, as I expect to be out of town the week of April 30th.

Very truly yours,

MONTICELLO GAS & OIL CO., INC.

Sam

Sam Greene, Mgr.

SG:el

Enc: 2

CITGO

STATE OF NEW YORK : DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of Alleged Violations of Article 12 of the Public Health Law and Article 17 of the Environmental Conservation Law by

MONTICELLO GAS & OIL CO., INC.
MONTICELLO, NEW YORK, SULLIVAN COUNTY
Respondent

ORDER ON CONSENT

FILE NO.

The New York State Department of Environmental Conservation has documented a continuing discharge of oil from its plant in Monticello, Sullivan County, New York into the Doralee Lake, said discharge being in contravention of the standards adopted for and assigned to the waters of the State receiving such discharges and in violation of the Public Health Law and Environmental Conservation Law of the State of New York, and

Respondent having waived the right to a hearing in the manner presented by law and constructed the making and filing of the Order and agrees to be bound by the provisions, terms and conditions contained herein.

NOW, having considered this matter and being duly advised it is ORDERED:

I. THAT, upon service of this Order upon Respondent, Respondent shall either immediately cease and abate and thereafter keep abated all discharges of oil from its plant into the waters of the State in contravention of the standards adopted for and assigned to said waters receiving Respondent's oil or other effluents, or be bound as hereinafter provided.

II. THAT, all discharges by Respondent in contravention of the aforementioned standards shall constitute violations of the Public Health Law and the Environmental Conservation Law of the State of New York, however, an action for penalties for any such violations pursuant to law shall not be instituted by the Department for as long as Respondent adheres to and fully complies with the provisions hereinafter set forth and completes its water pollution abatement program as agreed to and as set forth in "Schedule A" of this order.

III. THAT the Respondent submit to the Department by-monthly statements on the fifteenth day of each second month commencing in the month after service of a conformed copy of this Order upon Respondent detailing the current status and the steps taken by the Respondent to effect compliance with the terms of this Order, said reporting shall continue up to and until such time as the Respondent shall have complied fully with all of the terms and conditions herein stated.

IV. THAT, should there be any unusual or extraordinary occurrences or deviation from normal operating procedures which does or may contribute to a violation of water quality standards or in any way create or contribute to a potentially hazardous condition, or violate any condition or provision of any permit heretofore issued to the Respondent by the Department or the Department of Health, the Respondent shall immediately notify the Department and, within ten (10) days after such occurrence, submit to the Department a report detailing the circumstances and causes of the occurrence, remedial actions and steps taken to prevent reoccurrence.

V. THAT, for the purpose of insuring compliance with this Order, duly authorized representatives of the State of New York shall be permitted access to inspect the waste treatment facilities being constructed, owned, operated and/or maintained by the Respondent for the purpose of inspecting the discharge therefrom of any liquid or refuse, to take samples of any discharge, liquid or refuse, and for the purpose of determining the status of compliance with the terms of this Order.

VIII. THAT, no change in this Order shall be made or be effective except as may be specifically set forth by written Order of the Commissioner upon written application by the Respondent for the relief sought.

X. THAT the provisions, terms and conditions of this Order shall be deemed to bind Respondent, its officers, directors, agents, servants, employees, and assigns and all persons, firms and corporations acting under or for it, including but not limited to those who may carry on any or all of the operations now being conducted by Respondent.

DATED: Albany, New York
1973

HENRY L. DIAMOND, Commissioner
New York State Department of
Environmental Conservation

TO: Monticello Gas & Oil Co., Inc.
c/o Mr. Sam Green, Manager
Cold Spring Road
Monticello, New York 12701

CONSENT BY RESPONDENT

Respondent hereby consents to the making and entering of the foregoing Order without further notice and waives its right to a hearing herein.

MONTICELLO GAS & OIL CO., INC.

By_____

Title_____

Date_____

STATE OF )
) ss;
COUNTY OF )

On this day of ,1973, before me personally came to me known, who being by me duly sworn did depose and say that he resides in that he is the of the corporation described in and which executed the foregoing instrument; and that he signed his name as authorized by said corporation.

_____

_____
NOTARY PUBLIC

## SCHEDULE A

1. On or before April 1, 1973 Monticello Gas & Oil Co., Inc. will no longer use the Cold Spring Road oil or gas storage site.

2. On or before June 1, 1973 the fuel oil, gas or kerosine storage tanks will be removed from the Cold Spring site. When these tanks are removed any remaining oil will be taken out and all due precautions will be taken to prevent spillage of remaining oil.

3. On or before August 1, 1973 remove all oil contaminated soil from the Cold Spring site and dispose of this soil in a sanitary landfill. Any accumulated oil in the existing oil trap must be removed when the soil is removed.

E-49

PLAINTIFF'S EXHIBIT 20 - CITIES SERVICE OIL COMPANY
CONSTRUCTION REQUISITION DATED 10/25/73

1321P 11/67

CITIES SERVICE OIL COMPANY
CONSTRUCTION REQUISITION

| | | | |
|---|---|---|---|
| RELATED REQS. File Lease Operations Boxter | REGION Boston | AREA | N.Y. REQ. # 07M7357 |
| | SERVING TANK STATION: Monticello | T/S # 5313 | L.R. NO. |
| | PROPERTY NUMBER 31-105-001 | COST CENTER # 4-3135313 | W.O. NO. |
| | TITLE Retire Investment & Replace Oil Soaked Land Monticello T/S, Monticello, New York | | DATE 10/25/73 |

| EXPENDITURES | CONSTRUCTION | EXPENSE | TOTAL |
|---|---|---|---|
| PRIOR YEARS | | | |
| THIS YEARS 1973 | | 6,500 | 6,500 |
| FOLLOWING YEARS | | | |
| TOTAL EXPENDITURES | | 6,500 | 6,500 |
| DIFFERENCE FROM PRECEDING CONCURRENCE | | | |

| | N. Y. REQ. # | A.F.E. NUMBER | | | | AMOUNT (S) |
|---|---|---|---|---|---|---|
| | | | ST. | | | |
| INVEST | | 9- | | 4 | | |
| RETIRE | | 9- | | 4 | | |
| EXP. | 7399 03 | 9- | 31 | 4 | 1363 | 6500 |

| EARNINGS BENEFITS AND CASH PRODUCTION | AMOUNT | PERIOD |
|---|---|---|
| NET OPERATING INCOME BEFORE RESERVES | | % |
| NET INCOME | | % |
| CASH PRODUCTION CASH PAYOUT | | YRS |
| PROFITABILITY INDEX | | |

SUMMARY OF REASONS FOR RECOMMENDING THIS WORK

The purpose of this requisition is to cover the retirement and cost of removal of storage tanks and equipment and the cost to replace oil soaked land at the Monticello, New York Tank Station.

In conjunction with a pollution problem which has existed for some time, a citation was issued by the New York Department of Environmental Conservation requiring that the storage tanks be removed by June 1, 1973, and oil soaked land be removed and replaced with new earth by August 1, 1973. A total of $6,500 was expended to comply with the order.

The investment retired via this requisition is included in New York Req. 07M7306, AFE #9-1341317 to sell the tank station property to Monticello Gas & Oil Corp. for the sum of $1.00. As we now anticipate selling the remaining investment at the Monticello Tank Station at a sales price considerably higher than $1.00, the sell requisition will be revised to reflect the new sales price and to exclude the property retired via this requisition.

APPROVED
MARKETING
BUDGET DEPT.
NOV 14 1973
By D.M.

| APPROVALS: DEPARTMENT | REGION | DATE | APPROVALS: GENERAL OFFICE | DATE |
|---|---|---|---|---|
| | | | | |
| | | | | 10/29/73 |
| SALES | | | | |
| OPERATIONS | | | | |
| REGION MANAGER | | | | |

## SUMMARY OF EXPENDITURES

E-50

| | PRECEDING CONCURRENCE | PRESENT REQUISITION |
|---|---|---|
| Materials & Supplies Purchases | | |
| Used Reclaim & Transfers | | |
| Materials & Supplies from Stock | | |
| Total Materials & Supplies | | |
| | | |
| Company Labor | | |
| Contract Labor & Materials | | |
| Land & Land Rights | | |
| Other Costs | | |
| | | |
| Salvage & Other Credits | | |
| Removal Costs | | 6,500 |
| | | |
| TOTAL EXPENDITURES | | 6,500 |
| Difference from Preceding Concurrence | | |

## DISTRIBUTION BY ACCOUNTS

| NUMBER | TITLE | PRESENT REQUISITION DEBITS | PRESENT REQUISITION CREDITS |
|---|---|---|---|
| 4121 | Bldgs. & Structures | | 4,350 |
| 4125 | Tools & Equipment | | 7,802 |
| | | | |
| | | | |
| | | | |
| | | | |
| | Net Change in Property, Plant & Equip. | | 12,152 |
| | Book Cost of Property Retired * | | 9,941 |
| | Cost of Removal | | |
| | Salvage & Other Credits | | |
| | Net Change in Property Reserves | | 9,941 |
| 4673,2 | Other Expense | | 6500 |
| 096.08 | Other Accts. Loss on Disposal of Assets | | 2211 |
| | TOTAL EXPENDITURES | | 6,500 |
| | Review of Accounting Distribution by | | 19 |

*Depr. as of December 31, 1973.

## DETAILS OF EXPENDITURES

| DESCRIPTION OF NEW WORK | | | | | MATERIALS & SUPPLIES: PURCHASES | MATERIALS & SUPPLIES: USED RECLAIM & TRANSFERS | MATERIALS & SUPPLIES: FROM STOCK | COMPANY LABOR | CONTRACT LAND & OTHER COSTS | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| Salvage Value | | | | -0- | | | | | | |
| Cost of Removal | | | | 2,200 | | | | | | |
| | | | | 2,200 | | | | | | |
| | Book Value | Depr. | Net Value | | | | | | | |
| 4121 | 4,350 | 3,610 | 740 | 740 | | | | | | |
| 4125 | 7,802 | 6,331 | 1,471 | 1,471 | | | | | | |
| Loss on Disposal of Assets | | | | 4,411 | | | | | | |
| Removal of oil soaked land & replace with new earth | | | | | | | | | 4,300 | 4,300 |
| Total New Work | | | | | | | | | 4,300 | 4,300 |

| DESCRIPTION OF RETIREMENTS | COST OF REMOVAL: MATERIAL | COST OF REMOVAL: COMPANY LABOR | COST OF REMOVAL: OTHER COSTS | COST OF REMOVAL: TOTAL | SALVAGE & OTHER CREDITS: RETURN TO STOCK | SALVAGE & OTHER CREDITS: USED RECLAIM & TRANSFERS | SALVAGE & OTHER CREDITS: SALES & OTHER CRED. | SALVAGE & OTHER CREDITS: TOTAL | BOOK COST OF PROPERTY RETIRED |
|---|---|---|---|---|---|---|---|---|---|
| Storage Tanks | | | | | | | | | 6,600 |
| Pump House & Loading Racks | | | 2,200 | 2,200 | | | | | 4,350 |
| Pumps & Meters | | | | | | | | | 1,202 |
| Total Retirements | | | 2,200 | 2,200 | | | | | 12,152 |

PLAINTIFF'S EXHIBIT 22 - ORDER ON CONSENT - NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION - OF MONTICELLO GAS AND OIL CO., INC. (NO FILE NO.; NO SIGNATURE; UNDATED)

STATE OF NEW YORK : DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of Alleged Violations of Article 12 of the Public Health Law and Article 17 of the Environmental Conservation Law by

MONTICELLO GAS & OIL CO., INC.
MONTICELLO, NEW YORK, SULLIVAN COUNTY
Respondent

ORDER ON CONSENT

FILE NO.

The New York State Department of Environmental Conservation has documented a continuing discharge of oil from its plant in Monticello, Sullivan County, New York into the Doralee Lake, said discharge being in contravention of the standards adopted for and assigned to the waters of the State receiving such discharges and in violation of the Public Health Law and Environmental Conservation Law of the State of New York, and

Respondent having waived the right to a hearing in the manner presented by law and constructed the making and filing of the Order and agrees to be bound by the provisions, terms and conditions contained herein,

NOW, having considered this matter and being duly advised it is ORDERED:

I. THAT, upon service of this Order upon Respondent, Respondent shall either immediately cease and abate and thereafter keep abated all discharges of oil from its plant into the waters of the State in contravention of the standards adopted for and assigned to said waters receiving Respondent's oil or other effluents, or be bound as hereinafter provided.

II. THAT, all discharges by Respondent in contravention of the aforementioned standards shall constitute violations of the Public Health Law and the Environmental Conservation Law of the State of New York, however, an action for penalties for any such violations pursuant to law shall not be instituted by the Department for as long as Respondent adheres to and fully complies with the provisions hereinafter set forth and completes its water pollution abatement program as agreed to and as set forth in "Schedule A" of this order.

III. THAT the Respondent submit to the Department by-monthly statements on the fifteenth day of each second month commencing in the month after service of a conformed copy of this Order upon Respondent detailing the current status and the steps taken by the Respondent to effect compliance with the terms of this Order, said reporting shall continue up to and until such time as the Respondent shall have complied fully with all of the terms and conditions herein stated.

IV. THAT, should there be any unusual or extraordinary occurrences or deviation from normal operating procedures which does or may contribute to a violation of water quality standards or in any way create or contribute to a potentially hazardous condition, or violate any condition or provision of any permit heretofore issued to the Respondent by the Department or the Department of Health, the Respondent shall immediately notify the Department and, within ten (10) days after such occurrence, submit to the Department a report detailing the circumstances and causes of the occurrence, remedial actions and steps taken to prevent reoccurrence.

V. THAT, for the purpose of insuring compliance with this Order, duly authorized representatives of the State of New York shall be permitted access to inspect the waste treatment facilities being constructed, owned, operated and/or maintained by the Respondent for the purpose of inspecting the discharge therefrom of any liquid or refuse, to take samples of any discharge, liquid or refuse, and for the purpose of determining the status of compliance with the terms of this Order.

VI. THAT all reports and submissions herein required shall be made to the Department at 202 Mamaroneck Avenue, White Plains, New York 10602 and/or as may be specified to the Regional Engineer of the Department for the Region in which Respondent's plant is located.

VII. THAT Respondent pay the said fine of FIVE HUNDRED DOLLARS ($500.00) to the Department of Environmental Conservation within fifteen (15) days from receipt of a conformed copy of this Order upon him by registered or certified mail by forwarding same to the Department Region 3 Headquarters at 21 South Putt Corners Road, New Paltz, New York 12561.

VIII. THAT, no change in this Order shall be made or be effective except as may be specifically set forth by written Order of the Commissioner upon written application by the Respondent for the relief sought.

X. THAT the provisions, terms and conditions of this Order shall be deemed to bind Respondent, its officers, directors, agents, servants, employees, and assigns and all persons, firms and corporations acting under or for it, including but not limited to those who may carry on any or all of the operations now being conducted by Respondent.

DATED: Albany, New York
1973

HENRY L. DIAMOND, Commissioner
New York State Department of
Environmental Conservation

TO: Monticello Gas & Oil Co., Inc.
c/o Mr. Sam Green, Manager
Cold Spring Road
Monticello, New York 12701

CONSENT BY RESPONDENT

Respondent hereby consents to the making and entering of the foregoing Order without further notice and waives its right to a hearing herein.

MONTICELLO GAS & OIL CO., INC.

By_____

Title_____

Date_____

STATE OF )
) ss;
COUNTY OF )

On this day of ,1973, before me personally came to me known, who being by me duly sworn did depose and say that he resides in that he is the of the corporation described in and which executed the foregoing instrument; and that he signed his name as authorized by said corporation.

_____

_____
NOTARY PUBLIC

## SCHEDULE A

1. On or before April 1, 1973 Monticello Gas & Oil Co., Inc. will no longer use the Cold Spring Road oil or gas storage site.

2. On or before June 1, 1973 the fuel oil, gas or kerosine storage tanks will be removed from the Cold Spring site. When these tanks are removed any remaining oil will be taken out and all due precautions will be taken to prevent spillage of remaining oil.

3. On or before August 1, 1973 remove all oil contaminated soil from the Cold Spring site and dispose of this soil in a sanitary landfill. Any accumulated oil in the existing oil trap must be removed when the soil is removed.

PLAINTIFF'S EXHIBIT 23 - CITIES SERVICE OIL COMPANY LEASE TO TENANT DATED 1/28/65

Class 40
Unit No. 0221774-01-05
Tract. 14177

PRINTED IN U.S.A.

10R:L (1-65) 10M 4-65

# CITIES SERVICE OIL COMPANY

## LEASE TO TENANT

Property # 31-105-001

AGREEMENT made this 28th day of January, 1965, between CITIES SERVICE OIL COMPANY, a Delaware corporation, with offices at 104-70 Queens Blvd. Forest Hills, L.I., N.Y.

hereinafter called LANDLORD, and ~~Monticello Gas & Oil Company, Incorporated~~ MGC Corp. Cold Spring Road of Monticello, New York

hereinafter called TENANT:

WITNESSETH THAT:

1. Landlord does hereby demise and lease unto Tenant, and Tenant does hereby hire and take from the Landlord the premises situated in Thompson, County ~~(Parish)~~ of Sullivan and State of New York, together with all buildings and improvements thereon, identified by Landlord's real estate records as Property Number 31-105-001, to be used by Tenant only as a ~~service station~~ tank station which premises are more particularly described as: Cold Spring Road Monticello, New York

Subject to any state of facts an accurate survey might show, to all mortgages and/or deeds of trust now or hereafter placed on the premises, and to all the terms, provisions and conditions of any lease or other arrangement under which Landlord holds said premises. And together with the following-described equipment located and installed on said premises:

| QUANTITY | DESCRIPTION | AGREED VALUE |
|---|---|---|
| | See Schedule "A" | |

2. The term of this lease shall commence on the 28th day of January, 1965, and shall expire on the 27th day of January, 19X70 and shall automatically renew for successive annual periods after the latter date, subject to termination by either party as of the end of the original or any renewal period on written notice to the other party not less than thirty (30) days prior to the date of expiration of the then current period.

3. Tenant shall make payment of rent to Landlord at the rate and in the amount and manner as follows; said rent being entirely allocated to the realty and fixed improvements thereon:

Three Thousand, six hundred ($3600.00) Dollars per annum, payable in equal monthly installments in advance on the first day of each month.

Fixed or minimum rent shall be paid on the first day of each month in advance. In the event that the term of this lease shall commence on a day other than the first day of a calendar month, the first payment of fixed or minimum rent is to include apportioned earned rent for any portion of the first calendar month of the lease, and the final payment hereunder shall be apportioned for that portion of the last calendar month during which the lease shall be in effect.

4. Tenant shall pay and discharge, as they become due, (a) all taxes (other than real estate taxes) affecting the demised premises and improvements, insurance premiums, other than for fire and extended coverage insurance on the improvements, license and permit fees, and all other charges affecting the demised premises and improvements and the occupancy and use thereof; and (b) all public utility charges, including all water, sewer, gas, electricity and telephone charges, which shall accrue during Tenant's occupancy of the premises.

5. Tenant agrees to use the said premises, buildings and improvements only for the purpose of carrying on the business set forth in paragraph one (1) hereof and (except if Tenant is a Petroleum Wholesaler) to give his personal and full-time on-the-premises supervision to the conduct thereof. The Landlord does not warrant or represent that the demised premises may lawfully be put to the above or any other particular use. Tenant agrees to comply with all laws, rules, regulations and requirements of all governmental authorities having jurisdiction thereof in respect to Tenant's use and occupation of the premises. Tenant's acceptance of possession hereunder shall constitute an acknowledgment of the good and tenantable condition of the premises on the date of commencement of possession hereunder.

See Rider

6. Tenant shall make no alterations or changes in the demised premises without first having obtained Landlord's written consent, and shall maintain the demised premises in good condition during the term of this lease. [illegible] and return same to Landlord at the expiration or other termination of this lease in good order and condition, reasonable wear, tear and use excepted. [illegible]

See Rider

The Tenant agrees to prevent any lien or obligation from being created against or imposed upon the demised premises, and will discharge all liens or charges for services rendered or materials furnished in the course of making any repairs, alterations or improvements immediately after said liens accrue or said charges become due and payable. [illegible] The Landlord's employees and representatives shall at all times have the right to enter the demised premises for the purposes of inspection, alteration or repair, provided however, that this provision shall not be deemed to impose upon the Landlord any obligation to effect repairs.

7. In the event that the premises hereby demised shall be damaged or destroyed by fire or any other casualty at any time during the term hereof, the Tenant shall give immediate notice thereof to the Landlord, and the Landlord and Tenant shall have the option to terminate this lease as of the date of such damage by giving notice of election so to do. In the event that the Landlord shall elect to reconstruct or repair the premises and neither party shall elect to terminate this lease, it shall be deemed to be in full force and effect during such period of reconstruction or repair, except that rent hereunder shall be abated in proportion to the loss of use and occupancy which shall be suffered by the Tenant in respect of the demised premises during the period of reconstruction or repair.

8. Tenant agrees to defend, indemnify and save harmless the Landlord from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of himself, his family, servants, agents or any other person, firm or corporation, caused by or due to the condition or use of said premises or the streets or roads on which they abut.

See Rider

9. If required by the Landlord, the Tenant shall effect and keep in effect, contractual liability insurance, insuring the liability assumed herein by the Tenant, in companies satisfactory to the Landlord, and in such amounts as may from time to time be established and required by the Landlord. The Tenant further agrees to deliver policies of insurance, or copies thereof, to the Landlord. Failure on the part ofthe Tenant to provide the Landlord with such insurance upon request, shall entitle the Landlord to consider this lease breached and at an end, or else the Landlord shall have the right to obtain the said insurance for the account of the Tenant, and to charge the cost thereof as additional rent hereunder payable by the Tenant, who shall make payment to the Landlord of such sums within ten (10) days after the Landlord shall mail its invoice therefor to the Tenant.

See Rider

10. If at any time proceedings under the Bankruptcy law shall be instituted by or against Tenant, or if the Tenant shall make a composition with creditors, or make an assignment for the benefit of creditors, or take advantage of any insolvency law, or if execution shall issue against the Tenant or the Tenant's effects, or if a receiver or trustee shall be appointed for Tenant's property, or if the demised premises shall be used for a purpose other than as specified, or if this lease shall by operation of law pass to any person other than the Tenant herein named, or in the event of the death of Tenant, or the signatory hereof on behalf of a corporate Tenant, (other than a petroleum wholesaler), or if such signatory (other than a petroleum wholesaler) shall not be active full time in the operation of Tenant's business at the demised premises, [illegible] or if the Tenant shall default in the payment of any rent required to be paid hereunder or in the payment of any other indebtedness owing to Landlord, or if Tenant should breach any of the covenants or agreements to be performed by the Tenant hereunder or under any other agreement with Landlord, or in the event of the termination for any cause whatsoever of any sales or distributor agreement between the parties, the Landlord may, if Landlord so elects, at such time or any time thereafter, without notice or demand, forthwith terminate this lease and the term hereof, and enter upon and take possession of the demised premises, using all necessary means therefor without liability; or if (in the event the Landlord does not own the premises but holds same under a lease) the underlying lease is terminated for any reason whatsoever, or if the entire premises or such part thereof shall be taken by condemnation, or by conveyance in lieu thereof, as

See Rider

to render the balance of the premises, in Landlord's opinion, unsuitable for the use above set forth, or if any permits or licenses necessary to conduct or operate the premises for the purposes hereinabove specified are revoked (except for fault or default of the Tenant) by the governmental agency having jurisdiction, then, upon the occurrence of any of such events, the term of this lease shall forthwith terminate and expire with the same effect as though such earlier termination were the date originally fixed herein for the expiration of the term. Landlord shall, upon expiration or termination as in this paragraph provided, have the right to re-enter, re-possess and enjoy said premises, improvements and facilities, and Tenant hereby waives all statutory and other rights inconsistent herewith. Any such termination, expiration, re-entry or re-possession shall not affect any accrued rights of Landlord hereunder.

11. The Tenant, on paying the rental herein specified, and performing Tenant's agreements aforesaid, shall and may peaceably and quietly have, hold and enjoy said demised premises for the term aforesaid. ~~[illegible] of title or interest in the demised premises.~~

12. This lease and the premises herein demised may not be assigned, pledged, mortgaged, transferred or sublet, nor turned over or made available for use or operation by others, either in whole or in part, by the Tenant in possession, without the prior written consent of Landlord., which consent shall not be unreasonably withheld.

~~13. The Landlord excepts from this letting, and reserves to itself the exclusive right to place vending machines on the demised premises at such place or places as Landlord may elect, and to obtain and receive all income which may be derived from such machines.~~

~~14. If the Tenant shall default in the payment of rent or other charges payable hereunder,~~ Landlord may, where permitted by the law of the jurisdiction in which the demised premises are situate, proceed by distress and sale of the goods and chattels there found to levy the rent and such other charges; and all costs, expenses and officers' commissions, as well as attorney's fees equal to 18% of the amount due, shall be paid by the Tenant, and in such case all costs, expenses, commissions or other charges shall immediately attach to and become part of the claim of the Landlord for rent. Tenant hereby expressly waives in favor of Landlord the benefit of all present or future laws establishing any limitation as to the goods or chattels upon which distress or execution may be made, and releases Landlord of the obligation of proving or identifying such goods or chattels, and further waives the benefit of all laws relating to appraisement, condemnation or notice of sale of the goods or chattels distrained or executed upon, it being the purpose and intent of this provision that all goods and chattels of the Tenant, whether upon the demised premises or not, be liable to distress for rent, and subject to sale at any time after five days from said distraint, and in all events subject to execution, levy or sale in any proceedings to enforce a judgment for rent payable hereunder. The Tenant further waives the right to trial by jury in any action or proceeding instituted by the Landlord to obtain possession of the demised premises and, after having been dispossessed or ejected therefrom by process of law or otherwise, any right to redeem or recover the demised premises or to have a reinstatement or continuance of the lease, as well as all other rights with respect to the demised premises.

~~15. If rent and any charges herein reserved as rent shall remain unpaid when due, as herein provided, then~~ (if permitted by the laws of the jurisdiction in which the demised premises are situate) the Tenant hereby empowers any prothonotary or attorney of any court of record to appear for Tenant in any and all actions which may be brought for ejectment and for rent or the charges reserved as rent, or either, to sign for Tenant an agreement for entering in any competent court an amicable action or actions for the ejectment of the Tenant or recovery of possession of the demised premises by Landlord, or the recovery of rent or other charges, and in said amicable actions to confess judgment against Tenant for possession of the demised premises, and for all or any part of the rent or other charges specified in this lease then remaining unpaid, including, at Landlord's option, interest and costs together with an attorney's fee equal to 18% of the amount due such confession to include release of all errors and waiver of the benefit of all laws and exemptions referred to in the preceding paragraph. Such authority shall not be exhaused by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term, as before. The Tenant waives the right to trial by jury in any action or proceeding instituted by the Landlord to obtain possession of the demised premises.

16. ~~In the event that the relation of the Landlord and Tenant shall terminate by cancellation or termination of this lease~~ by Landlord pursuant to Paragraph 10 hereof, or by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable for, and shall pay in equal monthly payments, the rent or an amount measured thereby which accrues for the balance of the term if the rent reserved is on a monthly or annual basis. If the rent is on a gallonage basis, Tenant shall pay in monthly payments during the remainder of the unexpired term a sum equal to the average of the monthly payments made by Tenant to Landlord during the period of this lease that Tenant was in possession of the premises and made gallonage payments. The Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved plus any expenses incurred by Landlord, legal or otherwise, in reletting the demised premises and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term. Such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and the Landlord is authorized to effect such reletting for a term equal to or greater than the balance of the term herein demised, without prejudice to, or diminution of, the Tenant's liability herein provided, except to the extent that the Landlord shall credit such subsequent rent collections to the liability of the Tenant hereunder.

17. The acceptance of rent by the Landlord or the rendition of a rent bill shall not be deemed to constitute a waiver of any default by the Tenant in performing any of the terms, conditions or covenants hereof or a withdrawal of any notice of termination theretofore given hereunder.

20. Any notice given pursuant to the provisions of this lease shall be deemed sufficient if mailed to the address herein set forth for the party to which it is addressed or, in the event of written notice of change of address by either party to the other, to the address set forth in such written notice. Any notice given by mail shall be deemed effective as of the date of mailing. This shall be without prejudice to the right of either party to give written notice by any other means or of any right of Landlord to terminate this lease as herein provided.

21. This instrument contains the entire agreement of the parties, and there are no understandings, conditions, representations or warranties in respect of the subject matter hereof which are not incorporated herein. No amendment, modification, renewal or extension hereof, or of Tenant's tenure of the premises herein described, shall be effective unless in writing duly executed by the parties hereto.

22. This agreement shall not be binding on Landlord unless signed by a Vice President, Region Manager or Division Manager of Landlord.

23. This lease shall terminate in the event and at the time of expiration or earlier termination of a Consignee Agreement of even date between Cities and Monticello Gas and Oil Co., Inc.

24. It is hereby agreed that the tenant shall not be entitled to any portion of any award made to the landlord by reason of a partial or total condemnation, however, in the event a claim by the tenant is allowable by the condeming authority for a leasehold interest or relocation expenses in connection with the aforesaid condemnation the landlord will waive any claim to any portion of any such additional award.

For paragraphs 25,26,27,28,29 - see Rider

| APPROVED | | | | | | | |
|---|---|---|---|---|---|---|---|
| DIVISION MANAGER | | DATE | OPER./RE. MGR. | | DATE | | DATE |

IN WITNESS WHEREOF, the parties hereto have executed and delivered this lease the day and year first above written.

CITIES SERVICE OIL COMPANY, (Landlord)

By C. L. Sandison (Division Manager) (Title)

..... (Witness) : ..... (L. S.) (Tenant)

Gey - A Fenter (Witness) : ~~Monticello Gas & Oil Company, Incorporated~~ M G C C (XYZ) (Tenant)

Gyl Wallace Vitsch pres

*Strike out as appropriate.

RIDER to Lease dated January 25, 1965 between CITIES SERVICE OIL COMPANY, as *Landlord/~~Tenant~~

and ~~Monticello Gas & Oil Company~~, ~~Incorporated~~ as *~~Landlord~~/Tenant at premises situate at

Thompson, County of Sullivan, State of New York

Rider to Para. No. #5-In the event any municipal or governmental authority should hereafter require any alteration, improvement or structural addition the same shall be made at the sole cost and expense of landlord.

Rider to Para.No. #6-It is specifically understood and agreed that the tenant will assume the liability for discharging liens for services and materials as required only when such services and materials are incurred at the sole cost and expense of the tenant.

Rider to Para.No. #8-In the event the tenant maintains the insurance provided for in paragraph #9 hereof, then and in that event paragraph #8 shall be null, void and of no further affect.

Rider to Para.No. #9-Landlord hereby establishes and tenant agrees to maintain the following limits of insurance coverage persuant to the terms of the terms of this paragraph.

Personal injury or death - $300,000-750,000.00
Property Damage - $750,000.00

The required insurance policies are to be carried with any stock or mutual company approved by the Department of Banking and insurance of the State of New York.

Rider to Para. #10-It is understood that any of the provisions set forth which provide for a forfeiture herein of this lease by reason of any involuntary act by or against the tenant, then and in that event the said forfeiture shall not take place if the cause of same is dismissed or discharged within 30 days after notification thereof to the tenant.

Para. #25-That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency, except attorney's fee if any.

Para. #26-That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

C. I. Sundson — Landlord

M.G.O. Corp
by Attorney in fact Pres. — Tenant

* Strike One

23:L (7-62) 10M 7-62
(Use with 9R or 10R Lease form)

RIDER to Lease dated January 18, 1965 between CITIES SERVICE OIL COMPANY, as Landlord/XXXXX

Monticello Gas & Oil Company, Incorporated as XXXXXXX enant at premises situate at

Thompson, County of Sullivan, State of New York

XXXXXXXXXX #27-It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

Para. #28-In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained;

Para. #29-This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

Additional Rider to Par. #6- Consent of landlord not unreasonably be withheld for Tenant to alter to suit his purposes. That fixtures if any added by Tenant may be removed by Tenant at termination of this lease providing that same may be done without material injury to premises. It is specifically understood and agreed that the landlord is to make all structural repairs when necessary. Structural repairs shall include but not be limited to heating plant, plumbing, well, pumps, tanks and motors.

C. I. Vandiver Landlord

Tenant

SCHEDULE "A"

This Schedule "A" is referred to in Paragraph 1 of Lease Agreement between Cities Service Oil Company and ~~Monticello Gas & Oil Co.~~, Inc. dated 28 January 1965

MGC Corp.

TRANSCRIPT OF EQUIPMENT
PROPERTY 31-105-001
MONTICELLO TANK STATION
(AUDIT 1/17/65)

| NO. | EQUIPMENT | SERIAL & MODEL NO. | BOOK VALUE |
|---|---|---|---|
| 1 | Yale & Towne 4" Truck unloading Pump | | $ 175.00 |
| 1 | Motor for 3 hp G. E. Pump | 38B2039 | 250.00 |
| 2 | Ing. Rand 5 hp Pumps | | 526.91 |
| 1 | 3" Smith Meter | 51304, Model T-15 Register Head 99776 | 175.00 |
| 1 | 2" Bowser Meter | | 75.00 |
| 1 | 25,000 Gallon Storage Tank | | 2100.00 |
| 1 | 23,000 Gallon Storage Tank | | 1900.00 |
| 1 | 20,000 Gallon Storage Tank | | 1400.00 |
| 1 | 10,000 Gallon Storage Tank | | 800.00 |
| 1 | 7,000 Gallon Storage Tank | | 400.00 |
| 1 | Oak Desk | | 57.50 |
| 1 | Oak Typing Desk | | 45.00 |
| 3 | Chairs | | 15.00 |
| 1 | Chair for Billing Machine | | -0- |
| 4 | 4-Drawer Legal Size Filing Cabinets | | 75.00 |
| 1 | York Safe | #10978 | 75.00 |
| 1 | York Safe | #481150 | 75.00 |
| 1 | Stand for Billing Machine | | -0- |
| 1 | Royal Typewriter (Smith Corona) | | 100.00 |
| 1 | Remington Rand Portable Adding Machine | #71-716755 | 75.00 |
| 1 | Burroughs Billing Machine | #B-306100 | 200.00 |
| | TOTAL INVESTMENT: | | $8519.41 |

PLAINTIFF'S EXHIBIT 25 - INDENTURE BETWEEN DORALEE ESTATES, INC. AND VILLAGE OF MONTICELLO, NEW YORK, DATED 1/10/72

This Indenture

Made the 10th day of ~~December~~ JANUARY nineteen hundred and ~~xxxxxxx~~ seventy-one two. Between DORALEE ESTATES, INC., a domestic corporation, with its principal place of business at Cold Spring Road, Town of Thompson, Monticello, New York,

(party) ~~xxxxxx~~ of the first part,

and Village of Monticello, New York, a municipal corporation party of the second part.

Witness, that the (party) ~~xxxxxx~~ of the first part, in consideration of one and more Dollars, lawful money of the United States, and other good and valuable considerations paid by the party of the second part ~~xxx~~ (does) hereby grant and release unto the party of the second part, its successors and assigns forever, an easement and right-of-way for the purpose of constructing and maintaining at its sole cost and expense a sanitary sewer system in and to the premises described as follows: ALL that certain easement or right of way for the purpose of constructing and maintaining a sanitary sewer system in and to the premises described as follows:

Easterly Parcel -

Beginning at a point on the westerly side of Waverly Avenue 50 feet more or less from the common boundary of Len Rumsey and Doralee Acres, Inc.; thence along the Waverly Avenue property line of Doralee Acres, Inc., for a distance of 15 feet; thence across the property of Doralee Acres, Inc., the following bearings, which are the bearings of the sanitary sewer line: S 79 degrees -53'- 50" E, S 82 degrees - 29' - 30" E, S 75 degrees - 30' - 00" E, N 65 degrees - 59' - 10" E, S 79 degrees - 04' - 30" E, to the northerly side of Cold Spring Road; thence along said northerly line of Cold Spring Road a distance of 15 feet; thence across the property of Doralee Acres, Inc., to the point of beginning.

Westerly Parcel -

Beginning at a point approximately 182 feet from the center line of Cold Spring Road measured along the boundary line between the property of Ike Hershenow and Doralee Acres, Inc.; thence along said boundary line for a distance of 15 feet; thence across the property of Doralee Acres, Inc. at a bearing of 571 degrees - 34' - 30" E and S 18 degrees - 40' - 50" W, which is the bearing of the sanitary sewer line, to the northerly boundary line of Cold Spring Road,; thence westerly along the northerly boundary line of Cold Spring Road a distance of 15 feet; thence across property of Doralee Acres, Inc. to the point of beginning.

Together with the right and privilege to enter upon the property of Doralee Estates, Inc., its successors and assigns, as required for the construction and maintenance of the aforesaid sewer system. together with the further right and privilege to lower the level of the water in the lake upon the premises of the first party during the construction of the aforesaid sewer line.

Being part of the premises described in a deed from Harry J. Ruthouser to Doralee Estates, Inc., recorded in the Sullivan County Clerk's Office on July 14, 1965, in Liber 697 of Deeds at page 126.

To have and to hold the said easement and right-of-way herein granted unto the party of the second part, its successors and assigns forever,

And the said (party) ~~xxxxxx~~ of the first part covenants as follows:

First. — That the (party) ~~xxxxxx~~ of the first part (is) ~~xxxxx~~ seized of the said premises in fee simple and (has) ~~xxxxx~~ good right to convey the same,

Second. — That the party of the second part shall quietly enjoy the said easement and right-of-way subject to the following:

a. This easement and right-of-way is granted solely for the purpose of constructing and maintaining beneath the surface of the ground a sanitray sewer and necessary appurtenances, and construction shall not take place between May 1 and Sept. 31, of any year.

b. The party of the second part is granted the right and privilege to enter upon the property of the party of the first part as required for the construction and maintenance of the sewer system and shall indemnify and reimburse the party of the first part for any and

all damage to the property or other improvements existing at the time of installation of said sanitary sewer system caused by the acts of the party of the second part, and the premises shall be restored to their present condition upon completion, including resurfacing of roadways.

c. The party of the first part reserves the right to use the property above described in any way which does not prevent the normal operation thereunder or the repair and maintenance of the aforesaid sanitary sewer system when necessary.

Third. — That the said premises are free from incumbrances;

Fourth. — That the (party) ~~(parties)~~ of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. — That the (party) ~~(parties)~~ of the first part will forever warrant the title to said premises.

In Witness Whereof, the (party) ~~(parties)~~ of the first part (has) ~~(have)~~ hereunto set hand(s) and seal(s) the day and year first above written.

In presence of:

DORALEE ESTATES, INC. L.S.

By: [illegible] L.S.

L.S.

L.S.

State of

County of

On the day of nineteen hundred

and before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

State of New York

County of ~~Sullivan~~ Sullivan

of

On this 10th day of December nineteen hundred

and seventy-~~one~~ two before me personally came [illegible]

to me personally known, who, being by me duly sworn, did depose and say that he resides in

that he is.

the President of Doralee Estates, Inc.

the corporation described in, and which executed, the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[illegible]

Notary Public

PLAINTIFF'S EXHIBIT 26 - REPORT OF POLLUTION-CAUSED FISH KILL (UNDATED, UNIDENTIFIED BY "REPORTING OFFICIAL")

U. S. DEPARTMENT OF THE INTERIOR
FEDERAL WATER POLLUTION CONTROL ADMINISTRATION
WASHINGTON, D. C. 20242

Form Approved - Budget Bureau No. 42-R1526
(FOR FWPCA USE ONLY)

# REPORT OF POLLUTION-CAUSED FISH KILL

1. LOCATION (Stream or Lake): COLD SPRING BROOK

2. DATE OF KILL: 4-19-72

NEAREST TOWN: MONTICELLO

STATE: N.Y.

3. TYPE WATER: [X] Fresh [ ] Salt [ ] Estuary

4. SOURCE OF POLLUTION

A. AGRICULTURAL OPERATIONS
- [ ] Poisons (Herbicides, Pesticides, etc.)
- [ ] Fertilizers
- [ ] Manure drainage, ensilage liquers, or feed lot operations

B. INDUSTRIAL OPERATIONS
- [ ] Mining
- [ ] Metals
- [ ] Chemicals
- [ ] Petroleum
- [ ] Food & kindred products
- [ ] Paper & Allied products
- [ ] Other

C. MUNICIPAL OPERATIONS
- [ ] Sewerage System
- [ ] Refuse Disposal
- [ ] Water System
- [ ] Swimming Pool
- [ ] Power

D. TRANSPORTATION OPERATIONS: [ ] Rail [X] Truck [ ] Barge or Boat [ ] Pipeline

E. OTHER (Specify):

F. [ ] Unknown

G. SPECIFIC AGENT OR CAUSE IF KNOWN: OIL

| 5. TYPE OF FISH KILLED | | 6. EST. NUMBER KILLED | 7. SEVERITY |
|---|---|---|---|
| GAME | % | 2000 min. | [ ] Total [X] Heavy [ ] Moderate [ ] Light |
| NON-GAME | 100 % | | |
| TOTAL | 100 % | | |
| COMMERCIAL | % | | |

| 8. EXTENT OF AREA AFFECTED | | 9. DURATION OF CRITICAL EFFECT | |
|---|---|---|---|
| MILES OF STREAM | ACRES OF LAKE | DAYS | HOURS |
| | 3/4 | 2-3 | |

10. ADDITIONAL REMARKS: MGO. CORP. (MONTICELLO GAS + OIL CO. INC.) LEASES LAND FROM CITIES SERVICE CORP. AND IS LOCATED IN HEADWATERS AREA OF BROOK. - DEAD FISH OBSERVED IN LOWER OF TWO PONDS ON 4/19 + 4/20/72. PONDS LOCATED ON PROPERTY OF DORALEE ESTATES. OWNER HAS BROUGHT CIVIL SUIT AGAINST CITIES SERVICE BECAUSE OF OIL ENTERING PONDS. LARGER UPPER POND IS P39g LOCATED ON COLD SPRING BROOK (1-3-38-D1). OIL ONLY KNOWN POLLUTANT ENTERING WATERCOURSE. SEVERAL FISH STILL IN DISTRESS ON 4/20. SOME PICKEREL KILLED BUT MOSTLY MINNOWS AFFECTED

| REPORTING OFFICIAL | AGENCY MAILING ADDRESS | DATE OF REPORT |
|---|---|---|
| | | |

FWPCA-6A (Rev 9-67) INSTRUCTIONS: Fold card to show proper address and staple or tape long edge together.

U.S. GOVERNMENT PRINTING OFFICE : 1967 O—250-821

D1 = Neversink R.
D-1-38 Sheldrake Stream
D-1-38-3 Kiamesha Cr.
D-1-38-3-1 Cold Sp. Bk
lg pd. P39g

Monticello Quad 7½'

SPODARYK #1
J.A.E. 6/18/74

PLAINTIFF'S EXHIBIT 27 - HANDWRITTEN NOTES OF SPODARYK DATED 6/18/74

Upper & Lower Doralee Pond
Montrello, New York 4/20/72

met C.O. Frank Schlang outside of Montrello
His samples were:

#5 - gallon - effluent from upper Doralee Pond - taken 11:10A 4/20/72

#6 - gallon - effluent - lower Doralee Pond taken 11:15A 4/20/72

#1 - effluent leading to gutter taken 4/20/72

#2 - effluent culvert - Cold Spring Road. (Pair) taken 10:30A 4/20/72

#3 - effluent culvert to swamp taken 10:45A 4/20/72

#4 - swamp to upper Doralee Pond taken 11:00A 4/20/72

#A - loading dock taken 10:30 A 4/20/72

H1A - SE corner lower Doralee Pond clear - NO 10-20 MPH taken 3:30P 4/19/72

The Unit took the following samples: on 4/20/72

#I-1 - runoff from loading dock, 1:35P glass 2qt.

I-2 - at end of culvert at entrance to swamp area - 1:45P glass gallon

J-2 - in lower Doralee Pond just east of the side of the spillway 2:45P

I-4 - small pond off Brakewell east of spillway - from surface in oil slick - 3:08P glass qt.

Spodaryk
EX 2-D
JE 6/18/74

Upper & Lower Doralee Pond
Montville, New York 4/20/72

(109) taken in lower Doralee Pond just west of the spillway at 2:10 P = T = 46°F
0.08
BK = 0.00
0.08

$O_2$ = 8.72 ppm

act = 5.44 X2
1.00
4.44 -0.08
= 4.36 ml.

sign: Atlas Service Corp.
M.G.O. Corp
Montville Gas & Oil Co. Inc.
Empire State Welders Supply Co.

The bill was reported to A. L. Cooper by C.O. Frank Schlamp on the evening of the 19th. C.O. Schlamp received the notification from the R.C.O. in ~~New Paltz~~ Hopewell Junction. John Kwak, sanitary engineer from Pure Waters in New Paltz, was aware of the pollution situation on the 19th. J. G. Spodarek contacted C.O. Schlamp on the 20th of this month at approx. 7:00 A.M. in regards to the Unit meeting with him on that same day.

JAE 6/18/74

2-E

Upper & Lower Doralee Pond
Monticello, New York. 4/20/72

3

Observations:

This Unit inspected the facilities of City Service Corp - oil was draining from there facilities into a drainage ditch - then into a culvert - thence into another drainage ditch → thru a culvert and into a swamp. From the swamp the fuel flowed into Upper and then Lower Doralee Ponds.

c/o. Sullamp found no streams or other source of pollution running into the swamp or the Upper or Lower Doralee Ponds.

This Unit found no dead fish in upper Doralee Pond - but dead and distressed fish are noted in lower Doralee Pond incl. shiners, bullheads and pumpkinseed & bluegill sunfish.
Approximately 2-3000 fish were killed.
Mr. Ted Hudson - Region 3 Environ Tech. was present during part of the investigation

The Doralee Estate owned by a Mr. Hess is ~~so~~ suing Cities Service Corp regarding the oil pollution

During this investigation the weather was cold and rainy.

JAE 6/18/74

2-F

Sanitary
John Kwak - engineer
white plain office - man ~~[illegible]~~ reported
situation to R.C.O.
Ted Hudson - Environ - Tech

Sample - 1/2 gallon glass - Page #1
1:35 P = oil from filling area
runoff leaking drums.

I-2 Rome = 1:45P at end of culvert at
entrance ~~[illegible]~~ Swamp area
(1-2)

Cities Service Corp
M-60 Corp.
Monticello 60s & 0.1 Co. Inc
Empire State ~~to~~ Welders Supply Co.

I-4 0 F 2nd panel
(1-3) ~~[illegible]~~ 2:10P

J-2 1/2 gallon - at 2:45P
at side of spillway at
Rome joined Northeast - Fire
Road

(Glass Qt.) - Small pl off brook-hill.
east of spillway. From surface in
oil slick. 3:08 P. (I-4)

2-H

Upper Lower Doodle Pond
Monticello, New York

4.

4/21/72

Aluminum foil was used to line the caps of the containers (sample) that had paper or plastic liners in the caps that ~~might have~~ may have been affected by the contents

JRE 6/18/74

2-G

Upper & Lower Doxbee Pond
Montauk, New York 4/21/72 5

#6 - effluent from lower Doxbee Pond - full strength - 1000 ml

#. species - 1 blacknose dace T.L. about 3 cm T 68 °F aquarium 68 °F
start - 11:30A
comments - 8:30A 4/24/72 alive & normal

Termination 11:30A 4/27/72 fish alive & normal
Duration ~~72~~ 144 hrs

I-2 - at end of culvert at entrance to swamp area - full strength - 1000 ml

#. species - 1 blacknose dace T.L. about 3 cm T 68 °F aquarium 68 °F
start - 11:30A
comments - in immediate distress 5:00 p.m. - no severe distress. 4/22, 1:27P. fish in distress
4:07P fish same. D.O. 5.48 ppm 58 ml w. 1.59 ml.
N/40 thio = 2.74 ml. Aerated gently 5 min. ~ 4:55P.
- 8:30A 4/24/72 - alive
Termination - 11:30A 4/27/72 - fish alive & normal
Duration ~~72~~ 144 hrs

#5 - effluent upper Doxbee Pond - 1000 ml

#. species - 1 blacknose dace T.L. about 3.5 cm T 64 °F aquarium 68 °F
start - 2:28P
comments - 2:45P - in distress - rapid swimming
8:30 4/24/72 alive

Termination 2:28 P 4/27/72 fish alive, normal
Duration 144 hrs

Spodaryk EZA
JAE 6/18/74

Upper Four Dorale Pond 6
Montauk, N.Y. 4/21/72

#4 - suzme to upper Dorale Pond 500 ml

#species - 1 blackhose case T.L. about 3.5 cm T 68°F
aquarium 68°F
start - 2:28P
comments - 8:30 A 4/24/72 alive

Termination: 2:28P 4/27/72 fish alive & normal
Duration = 144 hrs

# A - loading dock 500 ml full strength

#species - 1 blackhose dace T.L. about 3 cm T 68°F
aquarium 68°F
start - 2:28P
comments - 2:29P in some distress; 5:0 dk - in severe distress
8:30 A 4/24/72 alive

Termination - 2:28P 4/27/72 fish alive & normal
Duration 144 hrs

Fish in the five bioassays all OK. Sat.
A.M. 10:22A. Oil film visible on A + I2

2B

Upper & Lower Doraler Creek 7
Montiello, New York 4/24/72

#3 - effluent from culvert to swamp - 500 ml
#of species - 1 northern creek chub T.L about 3.5 in T 68°F
aquarium 68°F
start - 11:30A
comments - 1:00P 4/24/72 - in distress - water has only small
12:00P 4/25/72 alive - recovered

Termination - 11:30A 4/27/72 fish alive & normal
Duration 72 hrs

# J-2 - in lower Doraler Pond East of the spillway 1000 ml
#of species - 1 northern creek chub T.L about 4.8 in T 68°F
aquarium 68°F
start - 11:30A
comments - 12:00P 4/25/72 - alive

Termination - 11:30A 4/27/72 fish alive & normal
Duration 72 hrs.

2C

PLAINTIFF'S EXHIBIT 28 - NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION MEMORANDUM DATED 9/8/72, WITH ATTACHMENTS

2

| | |
|---|---|
| TO: Region 3, White Plains<br>FROM: Enforcement Section<br>SUBJECT: Fishkill Report - MGO Corp Monticello (V) Sullivan 6<br>DATE: 9/8/72 | NEW YORK STATE<br>DEPARTMENT OF ENVIRONMENTAL CONSERVATION<br><br>**MEMORANDUM** |

3)

Attached is a copy of the above mentioned fishkill report.

We note that an identified (~~unabated~~) (~~abated~~) (~~priority No. 4~~) polluter is (not) involved.

The report concludes that contravention of stream standards can (~~cannot~~) be substantiated.

This is for your information and appropriate follow-up action.

Comments:

John Kwat [illegible]

RECEIVED

SEP 12 A.M.

BUREAU OF WILDLIFE
New York State Department of
Environmental Conservation
REGION #3

Pollution Report to Mr. E. Burdick July 5, 1972
From: Avon Pollution Investigations Unit

Re: Cold Spring Brook (1-3-38-D1) - Delaware-Susquehanna Watershed

M. G. O. Corp. (Monticello Gas & Oil Co., Inc.), Cold Spring Road, Monticello, New York

Town of Thompson, Sullivan Co., Region 3

Item #105 - Class B, Standards B, Official Classification, Delaware River Drainage Basin, Water Resources Commission.


Summary

A fish kill occurred on or just prior to April 19, 1972, in ponds located on the property of the Doralee Estates, a vacation colony, Cold Springs Rd., Monticello, N.Y. The ponds are located in the headwaters area of Cold Spring Brook.

Investigations were made on April 20, 1972, by Conservation Officer Frank Schlamp and the Pollution Investigations Unit.

Oil was present in the watercourse on April 20th, and was traced to the only known source of such contamination, the M. G. O. Corp. (Monticello Gas & Oil Co., Inc.), located on Cold Spring Road.

Static laboratory bioassays run on the stream samples did not cause mortality of the test minnows.


**********

At about 9:00 P.M. on the evening of April 19, 1972, A. L. Cooper, Assoc. Aquatic Biologist with the Avon Pollution Investigations Units, was notified by telephone, at his home, of a fish kill at Monticello, N.Y., by Conservation Officer Frank Schlamp. Mr. Cooper informed J. Spodaryk of the fish kill immediately after talking to Officer Schlamp and obtaining some pertinent information from him.

According to Officer Schlamp an oil spill was associated with a fish kill occurring in ponds on the property of the Doralee Estates located off of Cold Spring Road, Monticello, N.Y., and involved the Monticello Gas & Oil Co., an associate of Citgo, also located on Cold Spring Road. Officer Schlamp had taken a water sample (1 A), collected some dead fish (pickerel and panfish), and was asked to collect some more samples.

J. Spodaryk tried to contact Officer Schlamp later that same evening without success, but did reach him at about 7:00 A.M. the next morning (April 20th) and arranged to meet him later on in the day. On that morning Officer Schlamp patrolled the area of the swamp and ponds, took a set of samples (designated A, 1, 2, 3, 4, 5 & 6; see maps for sample locations), and sketched two maps, copies of which are part of this report.

The Unit wishes to thank Officer Frank Schlamp for his excellent help and cooperation in investigating this fish kill.

The Unit observed the area around the tanks at the M.G.O. Corp. and across the road leading into the swamp. The ponds were then observed.

The weather conditions across the state late on April 19, and most of April 20, were quite rainy. The area around the source of the pollution and downstream through the swamp is the headwaters area of Cold Spring Brook and stream flows were high.

The ground underneath the tanks at the M.G.O. Corp. appeared to be soaked with oil. There was a visible oil sheen on the water flowing out of and overground in the area beneath the tanks. An oil film on the water flow and oil soaked ground was also evident at the entry of the culvert carrying water runoff from the area of the M.G.O. Corp. into the swamp (see maps).

The ponds in question, which are part of Cold Spring Brook, are shown on the Monticello 7.5 minute U.S.G.S. topographic map, however, the upper part of the stream is not shown. The lower part of Cold Spring Brook is named Tannery Brook on the 7.5 minute map. The upper part of Cold Spring Brook is shown on the 15 minute Monticello topographic map, which is also used in the Official Classifications of the Delaware River Drainage Basin. The upper pond is numbered P39g.

The Unit took samples numbered I 1, I 2, I 4, and J 2 at the locations indicated on the maps. Oil was visible on the surface of the lower pond around the southeast corner on April 20. Most of the fish killed (2,000 estimated) were present in the lower pond and consisted mostly of minnows, small bullheads, pumpkinseed, and bluegill sunfish. Officer Schlamp had also collected some dead pickerel. About a half dozen fish still in distress were observed at the time of the Unit's investigation. A water sample taken at the east end of the lower pond at 2:10 P.M. contained 8.72 ppm of dissolved oxygen. The water temperature was 45° F.

During the course of the investigation it was learned that the owner of the Doralee Estates is Mrs. Nora Huss and that at the time of the fish kill a civil court case was in progress involving Mrs. Huss and the Cities Service Corp.,(Citgo). At the time of the investigation the activities of the Pollution Units were related to Mr. Huss.

Subsequent to the Unit's investigation J. Spodaryk was contacted (April 24), by telephone, by Mrs. Huss. She was seeking the use of our report with regard to the court case, which must have been nearing its conclusion. Mrs. Huss was apparently charging chronic pollution of the ponds by the oil company and was apparently seeking some restoration of the ponds due to the alleged pollution. She indicated that the M.G.O. company was on an abatement schedule and mentioned a letter of April 17 from Mr. Kwak, (Pure Waters, New Paltz), outlining a schedule. Mrs. Huss was to subsequently contact Mr. J.E. Burdick, Chief, Bureau of Ecological Standards.

Officer Schlamp had contacted Regional Environmental Quality personnel concerning the fish kill and Mr. John Kwak, Sanitary Engineer, working out of New Paltz, was aware of the situation and apparently involved in the court proceedings. On the afternoon of April 20th, Officer Schlamp was given a subpoena, by Mr. Russ, to appear in court on the morning of April 21st.

During the course of the investigation a man identifying himself as a lawyer representing Citgo inquired about our activities and was informed by Officer Schlamp that an investigation relative to the fish kill was being made. The Cities Service Corp. owns the land on which the M.G.O. Corp. is located and leases the land to M.G.O.

The circumstances immediately prior to the fish kill were not learned. It is not known whether a spill of fresh oil occurred or whether the rain and thawing ground primarily contributed to a flush of oil through the drainage. However, oil was qualitatively detected in water samples obtained by Officer Schlamp and by the Unit (see attached table). Portions of the water samples were extracted with 2,2,4-trimethylpentane and scans were run over the ultraviolet region of the spectrum. The absorption pattern was the same in all cases including downstream samples taken in the ponds and those samples taken at the M.G.O. Corp.

One-fish static laboratory bioassays were also run on most of the samples collected (see table). Some of the test minnows became very distressed but no mortalities occurred. Only one of the stream samples (#5) produced some slight distress.

J. G. Spodaryk
Assoc. Analytical Chemist

G. E. Manley III
Conservation Biologist

JGS/ap

Original & 2 copies to Mr. G. E. Burdick
Copies to: George Odell, Regional Conservation Officer
William Hollister, Regional Supervisor Fish & Wildlife

Cold Spring Brook
M.G.O. Corp.
Monticello, New York
April 20, 1972

| e Location | Officer Schlamp's Sample nos. | Time & Date Taken | Bioassay Result | Extraction Result * | Remarks |
|---|---|---|---|---|---|
| corner of r Doralee Pond | 1 A | 3:30 PM 4/19/72 | not run | not run | Sample contained much oil scum & debris |
| ing area at O. Corp. | A | 10:30 AM 4/20/72 | test minnow became very distressed but recovered | oil present | Oil film visible on surface |
| uent, loading to er | 1 | 4/20/72 | not run | oil present | ---------- |
| uent, culvert Spring Rd. | 2 | 10:30 AM 4/20/72 | not run | oil present | ---------- |
| uent, culvert wamp | 3 | 10:45 AM 4/20/72 | test minnow showed some distress but recovered | oil present | ---------- |
| p to Upper lee Pond | 4 | 11:00 AM 4/20/72 | fish o.k. | oil present | ---------- |
| uent from r Doralee Pond | 5 | 11:10 AM 4/20/72 | test minnow showed some slight distress and recovered | oil present | ---------- |
| uent from Lower lee Pond | 6 | 11:15 AM 4/20/72 | fish o.k. | oil present | ---------- |

* Portions of samples extracted with 2,2,4-Trimethylpentane and ultra-violet absorption scans run on the extracts. Results Qualitative

Cold Spring Brook
M. G. O. Corp.
Monticello, New York
April 20, 1972

| le Location | Unit's Samples | Time & Date Taken | Bioassay Result | Extraction Result * | Remarks |
|---|---|---|---|---|---|
| ff from loading at M.G.O. . | I 1 | 1:35 PM 4/20/72 | not run | oil present | Oil sheen visible on surface of water |
| of culvert at ance to swamp | I 2 | 1:45 PM 4/20/72 | test minnow became very distressed but recovered | oil present | ---------- |
| Lower Doralee just to east pillway | J 2 | 2:45 PM 4/20/72 | fish o.k. | not run | ---------- |
| rox. same ation as above | I 4 | 3:08 PM 4/20/72 | not run | oil present | Sample from surface in area of visible oil slick |

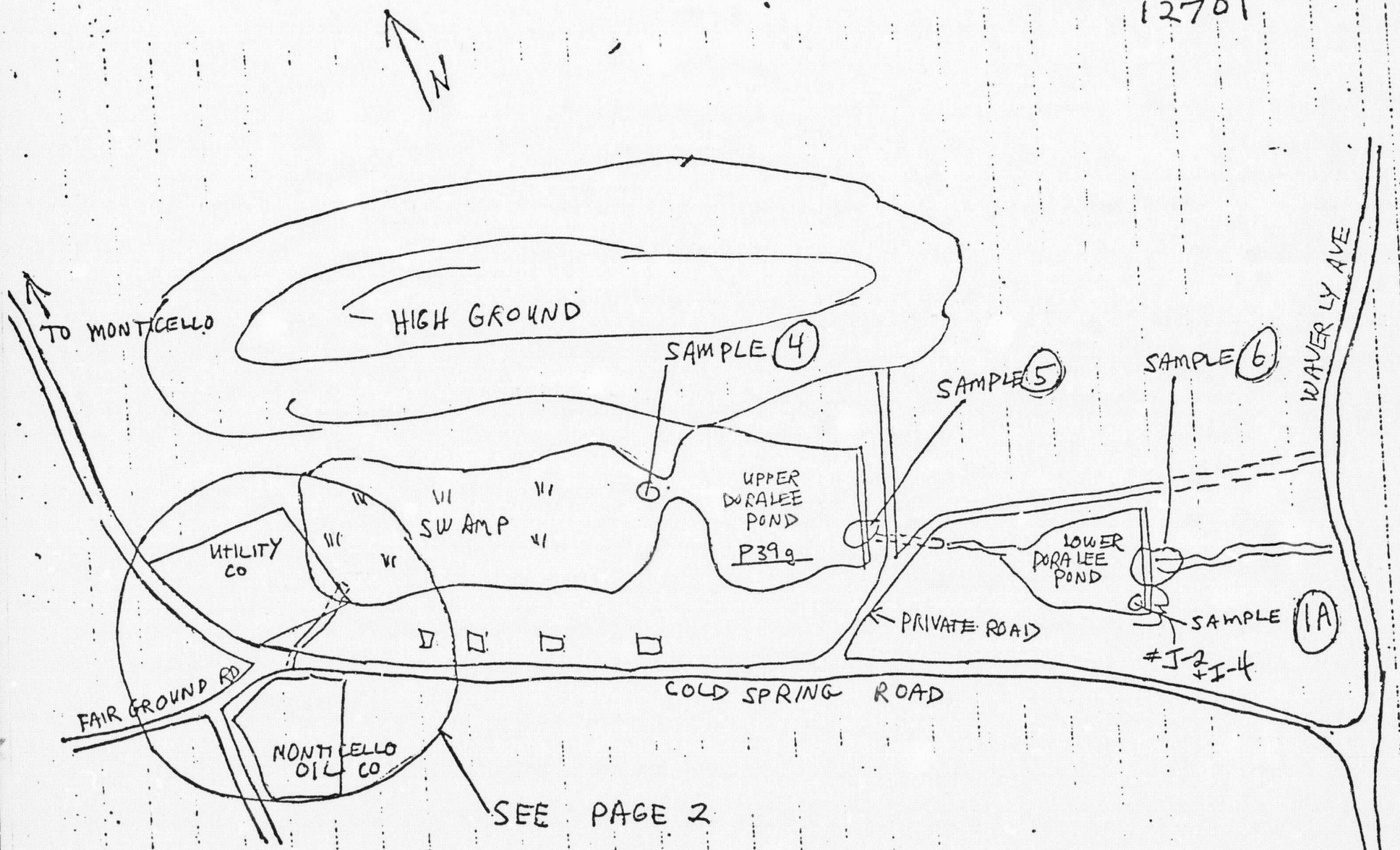
* Portions of samples extracted with 2,2,4-Trimethylpentane and ultra-violet absorption scans run on the extracts. Results qualitative.

E (1)

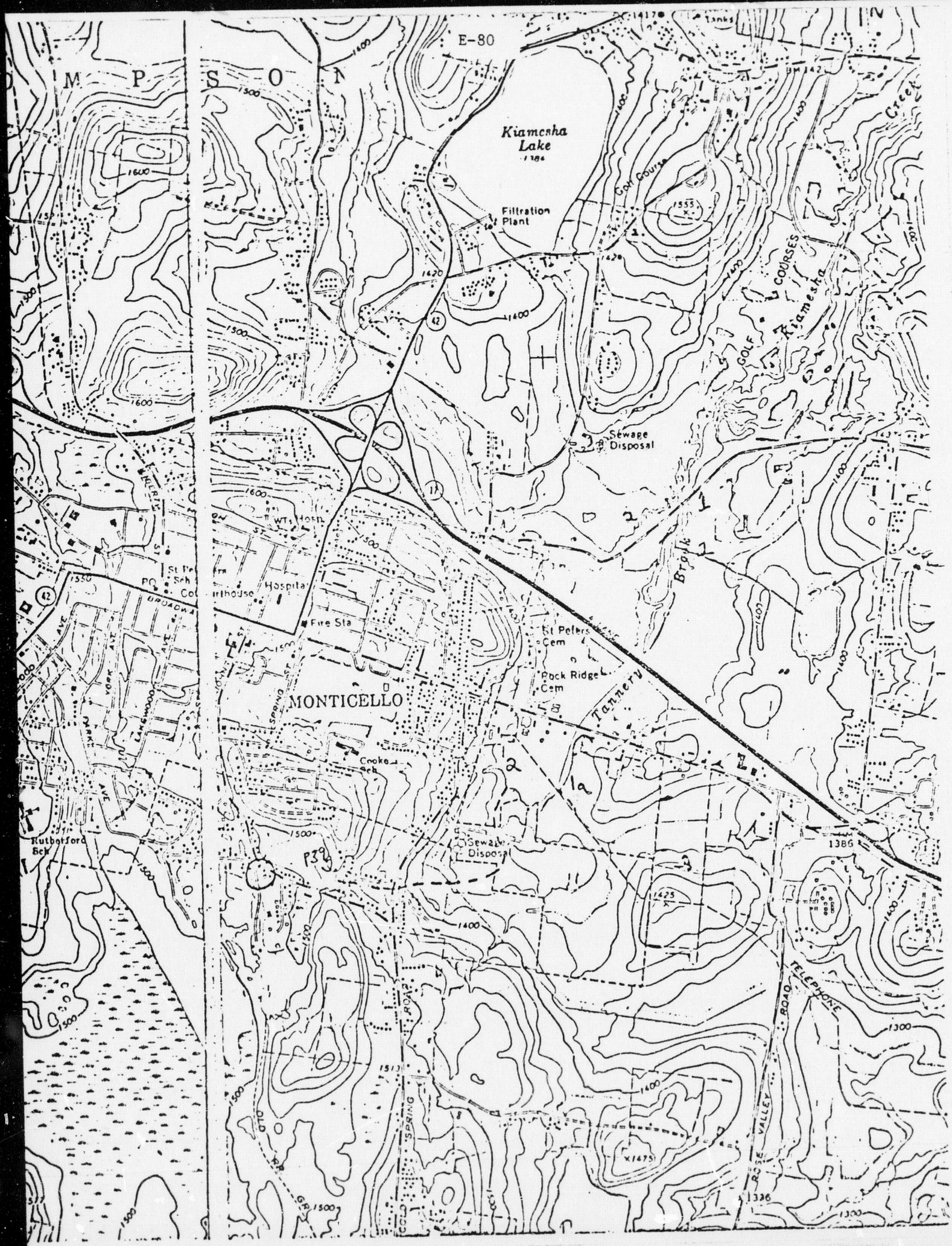
4-20-72: OIL SPILL - FISH KILL

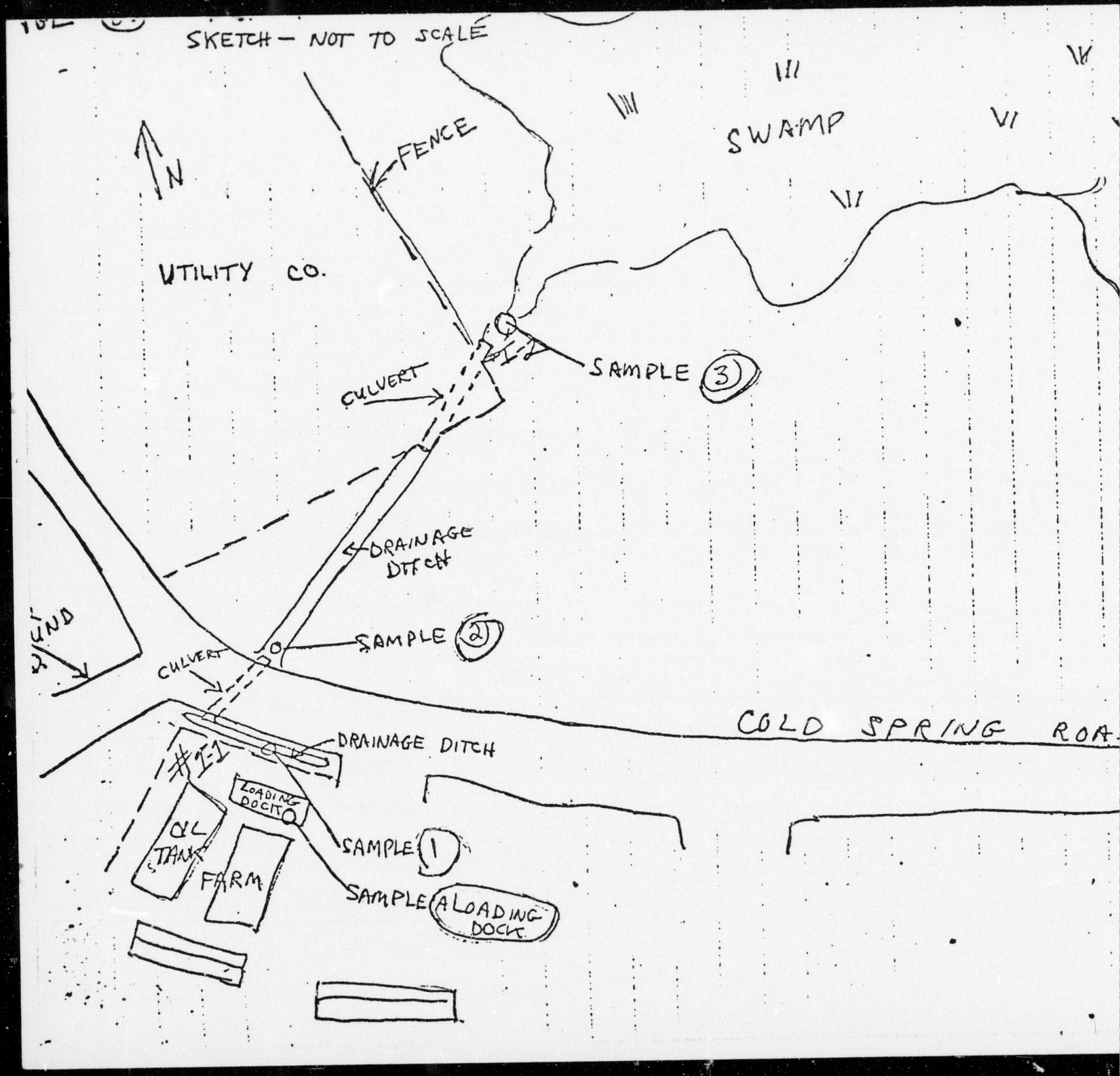
SKETCH - NOT TO SCALE

CONSERVATION OFFICER FRANK SCHLAMP
REGION 3
P.O. BOX 662
MONTICELLO N.Y.
12701




SEE PAGE 2


E-80
M P S O N
Kiamesha Lake
Filtration Plant
Golf Course
GOLF COURSES
Kiamesha
Sewage Disposal
Hospital
Fire Sta
St Peters Cem
Rock Ridge Cem
MONTICELLO
Tannery Brook
Cooke Sch
Sewage Disposal
Rutherford Sch
BROADWAY
YORK AVE
LAKEWOOD AVE
PARK AVE
SPRING ST
OLD SPRING ROAD
ROSE VALLEY ROAD
TELEPHONE ROAD
1417
1386
1553
1425
1475
1336
1386
1300
1400
1500
1600


SKETCH — NOT TO SCALE
N
FENCE
SWAMP
UTILITY CO.
CULVERT
SAMPLE 3
DRAINAGE DITCH
SAMPLE 2
CULVERT
COLD SPRING ROA
DRAINAGE DITCH
LOADING DOCK
OIL TANK
FARM
SAMPLE 1
SAMPLE A LOADING DOCK

# PLAINTIFF'S EXHIBIT 60 - STIPULATION OF SETTLEMENT OF 1972

It is hereby stipulated and agreed by and between the attorneys for the respective parties in this action,

that the cause of action brought in this equity action on behalf of the plaintiff for money damages for alleged nuisance and negligence is settled and discontinued upon its merits upon the payment by the defendants to the plaintiff corporation the sum of $12,500. This payment of $12,500 by the defendants to the plaintiff settles and compromises and extinguishes any and all claims that the plaintiff has or might have or will have against these defendants for the alleged nuisance and negligence from the date of the purchase of these premises by the plaintiff to the present date, April 25, 1972.

It is further stipulated and agreed by and between the attorneys for the respective parties in consideration of the aforementioned payment in the amount of $12,500 that the plaintiff herein and its successors and assigns and its officers and directors individually shall forbear commencing any suit against the defendants, their successors and assigns and waive any rights to any claims against the defendants herein by reason of the operation of their said premises as a bulk oil distribution plant and gas distribution depot on and all facilities now used in relation thereto for a period of six months commencing on the date hereof, April 25, 1972, and terminating on the 24th day of October, 1972, provided that defendants comply with the terms of this stipulation hereinafter set forth regarding a correction of their premises, pursuant to a plan to be submitted to the Court for approval.

It is further stipulated and agreed by and between the attorneys for the respective parties that within 60 days from the date hereof, the defendants shall submit to the Court plans and specifications for the installation of a system which will be designed to eliminate the discharge or run-off of any petroleum products from the defendants' premises onto the lands or lakes of the plaintiff, a copy of said plans and specifications to be supplied to the attorneys for the plaintiff at the same time.

It is further stipulated and agreed that upon submission of such plans and specifications to the Court, the Court shall have the opportunity to approve or disaprove of the same as it sees fit and upon the Court's approval of the same, and within 60 days thereafter, the defendants undertake and agree to commence work to institute the improvements called for by such plans and specifications, which work shall be carried out in an expeditious fashion in accordance therewith.

It is further stipulated and agreed between the parties hereto that the foregoing obligation to prepare and submit plans and construct the same shall be voided in the event that the defendants herein abandon the use of the premises for the purposes of distribution of bulk fuel oil products.

It is further stipulated and agreed that the said sum of $12,500 shall be paid by defendants to plaintiff by drafts or checks payable to the order of Oppenheim and Drew and Doralee Estates, Inc. within 30 days from the date hereof, failing which payment the plaintiff shall have the right to enter judgment in such amount together with the costs and disbursements of this action.

It is further stipulated and agreed that out of the sum of $12,500 so to be paid by the defendants, the sum of $7,000 is paid by and on behalf of defendant Cities Service and the sum of $5,500 is to be paid by and on behalf of the defendant Monticello Gas and Oil Co., Inc. and should the amount so to be paid by

either of said defendants not be paid within such 30 day period, then the right of the plaintiff to enter judgment shall be restricted to the amount not so paid by such defendant, such judgment to be entered against only such defendant together with costs and disbursements as against such defendant, and it is further stipulated and agreed by and between the attorneys for the parties hereto that this Court shall retain jurisdiction of this action with respect to the cause of action for a permanent injunction until such time as this Court renders its decision.

MR. KRIEGER: Mr. Pantel, have you heard all the terms and provisions of the proposed settlement and do you agree with the same on behalf of Monticello Gas and Oil?

A. Yes.

Q. And are you authorized to settle on behalf of said company?

A. I'm authorized, yes.

MR. McDERMOTT: Let the record further show that counsel for the defendant Cities Service Company has been in telephone communication contact this day with Mr. Russell H. Smith, Esq., general attorney for Cities Service Oil Co. in Tulsa, Oklahoma and said Russell H. Smith has authorized counsel for Cities Service Oil Co. to enter into the foregoing stipulation.

(At which time Mr. and Mrs. Huss entered Chambers)

BY THE COURT:

Now, if you would, please, we have tried to knock out a stipulation of agreement and would you please listen.

(The foregoing stipulations of settlement were read.)

Now, Mrs. Huss, as president of Doralee Estates, Inc. you have just heard read to you the stipulations and agreements by your lawyer and the lawyers for the defendants. Do you consent and agree to the terms and conditions set forth in this stipulation?

A. Yes.

---

PLAINTIFF'S EXHIBIT 61 - RELEASE DATED 4/27/72

TO ALL TO WHOM THESE PRESENTS SHALL COME,

GREETING:

Know Ye, That DORALEE ESTATES, INC., a domestic corporation with its principal office in Monticello, New York, for and in consideration of the sum of SEVEN THOUSAND DOLLARS ($7,000.00) lawful money of the United States of America to its duly authorized officer in hand paid by CITIES SERVICE OIL COMPANY, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said CITIES SERVICE OIL COMPANY, its successors and assigns, of and from all, and all manner of claims, actions, and causes of actions, suits, debts, sums of money, accounts, covenants, controversies, trespasses, damages, claims and demands whatsoever, which against said CITIES SERVICE OIL COMPANY, DORALEE ESTATES, INC. ever had or now has.

This release is delivered pursuant to a stipulation of settlement of pending action in the Supreme Court, Sullivan County, State of New York, entitled DORALEE ESTATES, INC., Plaintiff, versus MONTICELLO GAS & OIL CO., INC. and CITIES SERVICE OIL COMPANY, Defendants, copy of which stipulation is annexed hereto. This release is specifically limited to all claims in such action for damages for the period commencing with the ownership of the premises involved in such lawsuit by DORALEE ESTATES, INC. in 1965 and extends to all claims for damages from that day to and including the 24th day of October, 1972, as specifically set forth in said stipulation and as conditioned therein.

IN WITNESS WHEREOF, the said DORALEE ESTATES, INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this

27th day of April, Nineteen Hundred and Seventy-two.

DORALEE ESTATES, INC.

By: /s/
Dora Huss, President

STATE OF NEW YORK )
)SS.:
COUNTY OF SULLIVAN )

On this 27th day of April, Nineteen Hundred and Seventy-two, before me personally came DORA HUSS, to me personally known who, being by me duly sworn did depose and say that she resides in Monticello, New York, that she is the President of DORALEE ESTATES, INC., the corporation described in and which executed the above Instrument, that she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

/s/
Notary Public

NETTIE S. FRIEDMAN
Notary Public, State of New York
No. 41-1328150
Qualified in Queens County
Commission Expires March 30, 1973

PLAINTIFF'S EXHIBIT 63 - DORA HUSS "MEMO" LETTER TO N.Y. STATE ENVIRONMENTAL CONSERVATION DEPARTMENT DATED 9/20/72



**Memo . . .**

*From the desk of*

**DORA HUSS**

Sept 20 1972

N.Y. State Environmental
Conservation Dept.

Att: Legal Department

Gentlemen—

In April of this year I wrote to Senator Buckley regarding my property (named below)

I advised the Senator of the gross pollution of both my lakes and land as a result of inadequate provisions for disposing of sewage and overspills of oil discharged to my land and ponds.

**DORALEE ESTATES, INC.**
*Cold Spring Road, Monticello, New York*
EX 2-7593 914-794-4537

Memo . . . 2

From the desk of

DORA HUSS

I filed numerous complaints to the local health and conservation officers resulting in no more than a token acknowledgement of my complaint and perhaps a spotty violation notice to the offenders with no follow-up + poor or no law enforcement.

This date the Thompson Town Board held a hearing scheduled by Mr Volobaek. This was referred to as an "Environmental Impact" hearing re: Emerald Green.

I have been advised by Mr Buckley's office that my formal complaint had been referred to your department early this year.

DORALEE ESTATES, INC.
Cold Spring Road, Monticello, New York
EX 2-7593 914-794-4537

Memo . . . 3

From the desk of

DORA HUSS

Why have I not been advised by your office of such hearings? Why are there no hearings and corrective measures taken to control conditions to which I refer? Why are permits granted for new developments when existing properties are violated? Why are appropriated monies wasted with no designation of funds for corrective measures such as availability of adequate sewage disposal units. Why do these inequities exist?

There is no real, down to earth effort being made by those responsible

DORALEE ESTATES, INC.
Cold Spring Road, Monticello, New York
EX 2-7593 914-794-4537

4

Memo . . .

From the desk of

DORA HUSS

in correcting & preserving our environment.

On the sewage condition I was compelled to retain counsel to seek an injunction and incurred enormous expenses.

As of this writing I own 26+ acres operated as a summer bungalow resort. To state that it is also being used as the "area sewer" would not be an understatement.

Conservatively, my investment is well over $100,000 and much blood, sweat & tears.

I believe that the Town of Thompson, & State of New York had an obligation to me as well the American people to act on so serious & vital a matter.

DORALEE ESTATES, INC.
Cold Spring Road, Monticello, New York
EX 2-7593 914-794-4537

Sincerely,
Dora Huss

PLAINTIFF'S EXHIBIT 64 - DORA HUSS LETTER TO N.Y. STATE CONSERVATION DEPARTMENT (sic) DATED 10/6/72

RECEIVED

OCT 10 1972

ADMINISTRATIVE UNIT
N. Y. S. Department of Environmental Conservation
Region #3

~~FOR DEPOSIT ONLY~~
DORALEE ESTATES, INC.

~~FOR DEPOSIT ONLY~~
DORALEE ESTATES, INC.

Oct 6 1972

N.Y. State Conservation Dept.
New Paltz, N.Y.
Att: Mr. Vazzano
Legal Dept.

Dear Mr Vazzano-

In reference to our telephone conversation Oct 3 + 4, and your promise that John Quark would call me Oct 5, this is to advise that I have not yet received this call. If I seem a bit impatient, it is only because my patience has worn rather thin after many efforts of coping with a situation for which I am not responsible.

Real, down to earth action on these serious problems is long overdue. Constant discussion and delay has resulted in wastefulness of time and resources. May I know which law is the guide-line for priority to such projects as Basha Kill, Emerald Green, Colonial Kill, etc. when existing properties are extremely violated and evidently catagorized as insignificant by those in authority.

Designated funds by the State + Federal agencies seem to dissipate with no portion filtering down to be used toward correcting an abominable condition.

The following represents the facts

(2)

re: Doralee property —

1. 26+ acres consisting of 25 summer rental units, 2 ponds fed by underground springs contained by man made dams - these were stocked by N.Y. State + as per agreement designated as public fishing ponds. - a steel filtered swimming pool, playhouse, recreation + park areas + 4 wells — a portion of this acreage is a marsh area - habitat for wild life

2. Shortly following purchase of this property I discovered heavy discharge of oil to the land + ponds. I initiated court action in 1966. It was not until April 1972 that the court proceedings took place with H&O as defendent. The evidence is public record I received an award of $12,000 ($8,000) net representing loss of rental as a result of this condition. I granted the defendent 6 months amnesty allowing for adequate installations to contain further oil spillage. The amnesty period expires this month and nothing has been done. I have made several requests to the various departments including your dept. to examine + observe, to test the water + the earth, etc. Nothing has been done.

3. In addition to the discharge of oil as observed by the local Health Officer,

Jerry Rosenberg and as presented in testimony by the defendent in the afore mentioned court proceedings, there is a heavy discharge of raw sewage to my property. This has been traced to almost every dwelling on Cold Spring Rd (private as well as commercial.) My conclusion is that the laws are either inadequate or not enforced by those responsible. Nor are the necessary sewer services made available to those who desperately need them despite grants from the Federal government, revenue sharing + cost sharing no designation of funds is used to help the community (the people)

4. My own experience is as follows —

I negotiated with the village of Monticello for 1700 feet "right of way" on my property for their arterial trunk line to the sewer plant. During the early discussion with the ex-village manager, Mr Belmont, I was promised the right to tie into the sewer line which is presently being placed through the center of my property. The new village manager Mr Block denied me this service. His reason was that the "plant" is working at maximum capacity to accomodate the village residents already included. My desire was to use the village sewer system for a rental fee. I could not annex to the village

(4)

because of zoning prohibiting mobile homes which is my only means of expansion. Also, in order for my property to be eligible for annexation it is required that other properties so situated would also be required to annex + they did not wish to at that time. And my question is - "How will the so-called over-taxed sewer system accomodate the additional dwellings if annexed to the village?"
Subsequent inconsistencies are - there are mobile homes in the village of Monticello - there are residents in the Town of Thompson using the sewer system for a rental fee. Although my own present sewer system is adequate for the existing dwellings, it could not accomodate the additional modules I would like to add. I could not receive clearance from the Health Dept. + Conservation Dept even if I were to make additional installations for sewer disposal. Jerry Lieber advised me that I must retain engineers at exhorbitant fees which I do not have - to make soil tests, draw up plans to submit, + then possibly face rejection.

Gross inconsistencies + inequities do exist. I am denied the right to use of proper + adequate sewage while my land

(5)

and my rights are being violated as a result of lack of law enforcement, permissiveness ~~of~~ on the part of those in authority aimed in a destructive direction & lack of proper fund distribution in assisting those who need it most.

There are environmental impact hearings taking place regarding Emerald Green. How can the various agencies give priority to such a project when conditions as described here are ignored & regarded insignificant. I addressed Mr. Edwin Vofelak at the last hearing at Town Hall & asked why was my communication not acted on back in February 1972 - Why was I not advised of an Environmental Impact Hearing - and may I apply for such a hearing on behalf of Doralee Estates as well as any interested residents on Cold Spring Rd who are polluting & contaminating my land, my ponds, my business because of lack of funds for personal & private adequate sewer installations, lack of assistance from municipalities to correct same & lack of proper law enforcement aimed at preserving & protecting my property.

Public record will confirm my allegations. My land & ponds are polluted. There is

a constant offensive odor. We had a fish kill because of this pollution. At present I drained the 2 ponds, the smaller, I plan to fill in, the larger, I will try to have ~~it~~ cleaned out some & refill.

I trust you will follow this up & advise me at your earliest convenience. Time is of essence since weather conditions impose limitations & failure for proper maintenance in time for the Spring rental season can prove disastrous for me.

Sincerely,
Dora Huss Pres.
Dovalee Estates Inc.

P.S. I have written to Town Supervisor Ralph Meyers & the other town board members & not even received the courtesy of a reply. The above mentioned board is today meeting in Albany re: sewer tie in with Kiamesha Lake. The same procedure could be effected with the Cold Spring Rd residents thus providing all concerned with use of the sewer system through revenue obtained by Thompson residents & remitted to Village of Monticello for sewer rights. This is one alternative.

PLAINTIFF'S EXHIBIT 65 - LETTER FROM JOSEPH F. MARCOGLIESE, P.E. TO DORA HUSS DATED 11/14/72

New York State Department of Environmental Conservation
901 North Broadway, White Plains, N.Y. 10603

Henry L. Diamond
Commissioner

November 14, 1972

Mrs. Dora Huss
Doralee Estates Inc.
Cold Spring Road
Monticello, New York 12701

Dear Mrs. Huss:

Your letter to Commissioner Diamond has been referred to this office.

An investigation has been completed of the various residences in the area of your ponds. We have determined which sewage disposal systems have failed and have informed the responsible parties that correction is necessary.

This office is currently preparing a case report and request for legal action against Monticello Gas and Oil Company. The result of this action will be a schedule for correction of the difficulties at this location.

Thank you for your interest in this matter.

Very truly yours,

Joseph F. Marcogliese

Joseph F. Marcogliese, P.E.
Senior Sanitary Engineer

JFM:br
cc: Mr. Kwak

Plaintiff's Exh. 66 id. ev.

January 11, 1977



PLAINTIFF'S EXHIBIT 66 - PLAINTIFF'S CHART
(REDACTED) DATED 1/11/77

| Bungalow Number | 1973 Doralee | 1974 Doralee | 1975 Doralee | 1976 Doralee |
|---|---|---|---|---|
| 1 | 865 - | 875 - | 875 - | 895 - |
| 2 | 865 - | 935 - | 935 - | 955 - |
| 3 | 710 - | 725 - | 725 - | 745 - |
| 4 | 710 - | 725 - | 725 - | 745 - |
| 5 | 710 - | 725 - | 725 - | 745 - |
| 6 | 710 - | 710 - | 725 - | 745 - |
| 7 | 593 - | 725 - | 725 - | 745 - |
| 8 | 665 - | 725 - | 7[illegible] - | 745 - |
| 9 | 710 - | 725 - | 725 - | 745 - |
| 10 | 650 - | 725 - | 725 - | 745 - |
| 11 | 660 - | 725 - | 725 - | 745 - |
| 12 | 710 - | 725 - | *1000 - | 1000 - |
| 13 | | | | |
| 14 | 600 - | 725 - | 725 - | 745 - |
| 15 | 710 - | 725 - | 725 - | 745 - |
| 16 | 695 - | 725 - | 750 - | 770 - |
| 17 | 740 - | 750 - | 750 - | 770 - |
| 18 | 740 - | 750 - | 750 - | 770 - |
| 19 | 740 - | 750 - | 750 - | 770 - |
| 20 | 750 - | 775 - | 775 - | 795 - |
| 21 | 725 - | 735 - | 750 - | 770 - |
| 22 | 710 - | 735 - | 750 - | 770 - |
| 23 | 725 - | 750 - | 750 - | 770 - |
| | 15693 - | 16465 - | 16810 - | 17230 - |

PLAINTIFF'S EXHIBIT 81 - MOUNTED CARD (REDACTED)
RE: DORALEE ACTIVITIES, ETC.

PLAINTIFF EXHIBIT 81 USDC SD of NY

D O R A L E E  E S T A T E S

[redacted] BUNGALOWS **HORSEBACK RIDING ACADEMY
LAKE ON PREMISES ** FISHING * * CANOEING
ENTERTAINMENT
DAY CAMP supervised by experienced TEACHER

[redacted] bungalows, private patios
All facilities and activities on premises

Day Camp activities include horseback riding, fishing, boating, ceramics, arts and crafts ...
Outside Daycampers welcome.....

Cold Spring Rd., Monticello, N. Y. (914)794-4537
Exit 106 on Quickway - - Follow signs to East Monticello - - left turn on Cold Spring Rd. ( one mile)

New York City (evenings) EX 2-7593

PLAINTIFF'S EXHIBIT 82 - RENDITION OF 'BLACKBOARD

| | |
|---|---|
| 3000 | 1973 |
| 6000 | 74 |
| 9000 | 75 |
| 12000 | 76 |
| 15000 | 77 |

USA 38s - 475
(ED. 4-23-71)

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
82,10

FPI-MI—9-24-75-50M-4417

PLAINTIFF'S EXHIBIT 87 - LETTER OF PEAT, MARWICK, MITCHELL & CO. TO THE BOARD OF DIRECTORS CITIES SERVICE OIL COMPANY DATED 2/23/76 WITH BALANCE SHEET AS OF 12/31/75

PEAT, MARWICK, MITCHELL & CO.
CERTIFIED PUBLIC ACCOUNTANTS
320 SOUTH BOSTON
TULSA, OKLAHOMA 74103

The Board of Directors
Cities Service Oil Company:

We have examined the balance sheet of Cities Service Oil Company as of December 31, 1975 and the related statements of income, retained earnings and changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the aforementioned financial statements present fairly the financial position of Cities Service Oil Company at December 31, 1975 and the results of its operations and the changes in its financial position for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Peat, Marwick, Mitchell & Co.

February 23, 1976

CITIES SERVICE OIL COMPANY
(Subsidiary of Cities Service Company)

Balance Sheet

December 31, 1975

## Assets

| | (Thousands of dollars) | |
|---|---|---|
| Current assets | | |
| Cash | | $ 6,715 |
| Short-term cash investments (approximate market value) | | 78 |
| Accounts receivable - affiliated companies (note 9) | | 358,756 |
| Other accounts and notes receivable, less allowance for doubtful accounts of $2,350 | | 218,552 |
| Crude oil and petroleum products (note 3) | | 109,904 |
| Merchandise | | 289 |
| Materials and supplies | | 48,115 |
| Deferred Federal income taxes | | 1,067 |
| Prepaid expenses | | 2,442 |
| Total current assets | | 745,918 |
| Investments and sundry assets | | |
| Investments in subsidiary companies, at equity | $ 20,793 | |
| Other investments and advances | 8,046 | |
| Accounts and notes receivable - not current | 11,047 | 39,836 |
| Property, plant and equipment, at cost (note 4) | 2,076,648 | |
| Less accumulated depreciation, depletion and amortization | 1,011,096 | 1,065,552 |
| Deferred charges | | 2,139 |
| | | $ 1,853,495 |

See accompanying notes to financial statements.

CITIES SERVICE OIL COMPANY
(Subsidiary of Cities Service Company)

Balance Sheet, Continued

Liabilities and Stockholder's Equity

| | | (Thousands of dollars) |
|---|---|---|
| Current liabilities | | |
| Long-term debt maturing within one year | | $ 14,864 |
| Accounts payable - affiliated companies | | 44,265 |
| Other accounts payable | | 162,648 |
| Accrued liabilities | | 24,255 |
| Total current liabilities | | 246,032 |
| Long-term debt, excluding current maturities (note 5) | | 68,917 |
| Accounts payable - not current | | 3,925 |
| Other credits | | |
| Deferred Federal income taxes (note 2) | $ 130,149 | |
| Advances to be repaid from future gas production | 63,016 | |
| Other | 5,421 | 198,586 |
| Stockholder's equity | | |
| Common stock without par value. Authorized 1,000,000 shares, issued, 900,000 shares at stated value (no change during the year) | 90,000 | |
| Capital surplus (no change during the year) | 292,816 | |
| Retained earnings (notes 2 and 6) | 953,219 | 1,336,035 |
| Contingent liabilities and commitments (note 10) | | |
| | | $ 1,853,495 |

See accompanying notes to financial statements.

DEFENDANT'S EXHIBIT B - CITIES SERVICE OIL COMPANY LEASE TO TENANT M.G.O. AND MONTICELLO GAS & OIL CO., INC. DATED 3/3/69

DEFENDANT'S EXHIBIT

N-2

10M 1 11-68 10M 9-66

# CITIES SERVICE OIL COMPANY

## LEASE TO TENANT

Property # 31-105-001

AGREEMENT made this 3rd day of March, 1969, between CITIES SERVICE OIL COMPANY, a Delaware corporation, with offices at 464 Hudson Terrace, Englewood Cliffs, New Jersey hereinafter called LANDLORD, and M. G. O. and Monticello Gas & Oil Co., Inc. of Cold Spring Road, Monticello, New York hereinafter called TENANT:

WITNESSETH THAT:

1. Landlord does hereby demise and lease unto Tenant, and Tenant does hereby hire and take from the Landlord the premises situated in Monticello, County ~~(Parish)~~ of Sullivan and State of New York, together with all buildings and improvements thereon, identified by Landlord's real estate records as Property Number 31-105-001, to be used by Tenant only as a *~~service station~~ tank station which premises are more particularly described as: Cold Spring Road Monticello, New York

Subject to any state of facts an accurate survey might show, to all mortgages and/or deeds of trust now or hereafter placed on the premises, and to all the terms, provisions and conditions of any lease or other arrangement under which Landlord holds said premises. And together with the following-described equipment located and installed on said premises:

| QUANTITY | DESCRIPTION | AGREED VALUE |
|---|---|---|

2. The term of this lease shall commence on the 1st day of June, 1969, and shall expire on the 30th day of June, 1969, ~~and shall automatically renew for successive periods of one month each unless either party shall give the other notice of intent to terminate at the end of the original term or any renewal period by notice to the other party not less than ten days prior to the date of expiration, failing which it shall be deemed renewed.~~ and to continue on a month to month basis

3. Tenant shall make payment of rent to Landlord at the rate and in the amount and manner as follows; said rent being entirely allocated to the realty and fixed improvements thereon:

The sum of $300.000 per month, payable in advance on the first day of each month.

Fixed or minimum rent shall be paid on the first day of each month in advance. In the event that the term of this lease shall commence on a day other than the first day of a calendar month, the first payment of fixed or minimum rent is to include apportioned earned rent for any portion of the first calendar month of the lease, and the final payment hereunder shall be apportioned for that portion of the last calendar month during which the lease shall be in effect.

4. Tenant shall pay and discharge, as they become due, (a) all taxes (other than real estate taxes) affecting the demised premises and improvements, insurance premiums, other than for fire and extended coverage insurance on the improvements, license and permit fees, and all other charges affecting the demised premises and improvements and the occupancy and use thereof; and (b) all public utility charges, including all water, sewer, gas, electricity and telephone charges, which shall accrue during Tenant's occupancy of the premises.

* Strike out as appropriate

5. Tenant agrees to use the said premises, buildings and improvements only for the purpose of carrying on the business set forth in paragraph one (1) hereof and (except if Tenant is a Petroleum Wholesaler) to give his personal and full-time on-the-permises supervision to the conduct thereof. The Landlord does not warrant or represent that the demised premises may lawfully be put to the above or any other particular use. Tenant agrees to comply with all laws, rules, regulations and requirements of all governmental authorities having jurisdiction thereof in respect to Tenant's use and occupation of the premises. Tenant's acceptance of possession hereunder shall constitute an acknowledgment of the good and tenantable condition of the premises on the date of commencement of possession hereunder.

6. Tenant shall make no alterations or changes in the demised premises without first having obtained Landlord's written consent, and shall maintain the demised premises in good condition during the term of this lease, and shall, at the Tenant's own cost and expense, make all repairs of every nature and description, except structural, to the demised premises, and the sidewalks on which they abut, and return same to Landlord at the expiration or other termination of this lease in good order and condition, reasonable wear, tear and use excepted. In the maintenance of any porcelain enamel wall surfaces, tenant shall conform to cleaning and maintenance procedures specified by Landlord from time to time. Any buildings, improvements, additions and fixtures (except trade fixtures) erected or installed on the demised premises shall immediately when erected or installed be and become the property of the Landlord and shall not be removed from the premises unless the Landlord shall have given written notice to the Tenant to remove any or all of the same, in which event Tenant will remove such buildings, improvements, additions and fixtures as are specified in said notice, and will restore the portion of the premises affected by such removal to the same condition as at the time when possession was first delivered to Tenant. The Tenant agrees to prevent any lien or obligation from being created against or imposed upon the demised premises, and will discharge all liens or charges for services rendered or materials furnished in the course of making any repairs, alterations or improvements immediately after said liens accrue or said charges become due and payable, or else, on demand of the Landlord, the Tenant will furnish security satisfactory to the Landlord that such liens or charges will be duly paid or satisfied. The Landlord's employees and representatives shall at all times have the right to enter the demised premises for the purposes of inspection, alteration or repair, provided however, that this provision shall not be deemed to impose upon the Landlord any obligation to effect repairs.

7. In the event that the premises hereby demised shall be damaged or destroyed by fire or any other casualty at any time during the term hereof, the Tenant shall give immediate notice thereof to the Landlord, and the Landlord and Tenant shall have the option to terminate this lease as of the date of such damage by giving notice of election so to do. In the event that the Landlord shall elect to reconstruct or repair the premises and neither party shall elect to terminate this lease, it shall be deemed to be in full force and effect during such period of reconstruction or repair, except that rent hereunder shall be abated in proportion to the loss of use and occupancy which shall be suffered by the Tenant in respect of the demised premises during the period of reconstruction or repair.

8. Tenant agrees to defend, indemnify and save harmless the Landlord from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of himself, his family, servants, agents or any other person, firm or corporation, caused by or due to the condition or use of said premises or the streets or roads on which they abut.

9. If required by the Landlord, the Tenant shall effect and keep in effect, contractual liability insurance, insuring the liability assumed herein by the Tenant, in companies satisfactory to the Landlord, and in such amounts as may from time to time be established and required by the Landlord. The Tenant further agrees to deliver policies of insurance, or copies thereof, to the Landlord. Failure on the part of the Tenant to provide the Landlord with such insurance upon request, shall entitle the Landlord to consider this lease breached and at an end, or else the Landlord shall have the right to obtain the said insurance for the account of the Tenant, and to charge the cost thereof as additional rent hereunder payable by the Tenant, who shall make payment to the Landlord of such sums within ten (10) days after the Landlord shall mail its invoice therefor to the Tenant.

10. If at any time proceedings under the Bankruptcy law shall be instituted by or against Tenant, or if the Tenant shall make a composition with creditors, or make an assignment for the benefit of creditors, or take advantage of any insolvency law, or if execution shall issue against the Tenant or the Tenant's effects, or if a receiver or trustee shall be appointed for Tenant's property, or if the demised premises shall be used for a purpose other than as specified, or if this lease shall by operation of law pass to any person other than the Tenant herein named, or in the event of the death of Tenant, or the signatory hereof on behalf of a corporate Tenant, (other than a petroleum wholesaler), or if such signatory (other than a petroleum wholesaler) shall not be active full time in the operation of Tenant's business at the demised premises, or if for any reason the said service station premises shall not be open for operation for more than three consecutive days, throughout usual business hours, or if the Tenant shall default in the payment of any rent required to be paid hereunder or in the payment of any other indebtedness owing to Landlord, or if Tenant should breach any of the covenants or agreements to be performed by the Tenant hereunder or under any other agreement with Landlord, or in the event of the termination for any cause whatsoever of any sales or distributor agreement between the parties, the Landlord may, if Landlord so elects, at such time or any time thereafter, without notice or demand, forthwith terminate this lease and the term hereof, and enter upon and take possession of the demised premises, using all necessary means therefor without liability; or if (in the event the Landlord does not own the premises but holds same under a lease) the underlying lease is terminated for any reason whatsoever, or if the entire premises or such part thereof shall be taken by condemnation, or by conveyance in lieu thereof, as

RIDER to Lease dated March 3, 1969 between CITIES SERVICE OIL COMPANY, as *Landlord/~~Vendor~~

and M. G. O. Corp & MONTICELLO GAS & OIL CO., INC. as *~~Lessee~~/Tenant at premises situate at

Cold Spring Road, Monticello, County of Sullivan, State of New York

Rider to Para. No. 1

Property 31-105-001
Cold Spring Road
Monticello, New York

| EQUIPMENT | COST |
|---|---|
| 1 - Pump house<br>Block Building - Warehouse, Storage, Office, 2-bay garage | $ 31,335. |
| 1 - Unloading pump | 175. |
| 1 - Motor for pump | 250. |
| 1 - 3" Smith Meter | 175. |
| 1 - 2" Smith Meter | 75. |
| 1 - 2"-2 Meter | 75. |
| 2 - Ingersol-Rand 5 HP pumps | 526. |
| 1 - 25,000 gal. storage tank | 2,100. |
| 1 - 23,000 gal. storage tank | 1,900. |
| 1 - 20,000 gal. storage tank | 1,400. |
| 1 - 10,000 gal. storage tank | 800. |
| 1 - 7,000 gal. storage tank | 400. |
| 2 - Oak Desks | 115. |
| 1 - Oak Typing Desk | 45. |
| 2 - Chairs | 10. |
| 4 - 4-Drawer filing cabinets | 75. |
| 1 - York Safe | 75. |
| 1 - Stand for Billing machine | --- |
| 1 - Burroughs Billing Machine | 200. |
| 6 - Fire extinguishers | 210. |
| 1 - Smithway L3 pump | 250. |
| 1 - HP chassis lube | 225. |
| TOTAL | $ 40,416. |

M. G. O. CORP. Tenant

~~Lessee~~

MONTICELLO GAS & OIL CO., INC. Tenant

~~Lessee~~

CITIES SERVICE OIL COMPANY Landlord

BY: Region Manager Title

*Strike One

23:L (7-62) 1961 7-62
(Use with 98 or 103 Lease form)

RIDER to Lease dated March 3, 1969 between CITIES SERVICE OIL COMPANY, as *Landlord/~~Tenant~~

and M. G. O. CORP. and MONTICELLO GAS & OIL CO, INC. as *~~Landlord~~/Tenant at premises situate at

Cold Spring Road, County of Sullivan, State of New York

Rider to Para. No. 6

Notwithstanding the provisions of Paragraph 6 hereof tenant shall perform all maintenance at the demised premises except structual; for purpose of this lease "structual maintenance" shall be interpreted to include repairs to or replacement of the roof, walls, partitions, sewers, and concealed plumbing and wiring, repairs to buildings; and replacement of surfaced sections of drives and parking areas. and major repairs to tank storage facilities and pumping facilities

JPK. SS.

M. G. O. CORP. Tenant

JP

~~Landlord~~

MONTICELLO GAS & OIL CO., INC. Tenant

CITIES SERVICE OIL COMPANY Landlord

BY: Region Manager Title

* Strike One

23:1. (7-62) 10M 7-62
(Use with 9R or 10R Lease form)

to render the balance of the premises, in Landlord's opinion, unsuitable for the use above set forth, or if any permits or licenses necessary to conduct or operate the premises for the purposes hereinabove specified are revoked (except for fault or default of the Tenant) by the governmental agency having jurisdiction, then, upon the occurrence of any of such events, the term of this lease shall forthwith terminate and expire with the same effect as though such earlier termination were the date originally fixed herein for the expiration of the term. Landlord shall, upon expiration or termination as in this paragraph provided, have the right to re-enter, re-possess and enjoy said premises, improvements and facilities, and Tenant hereby waives all statutory and other rights inconsistent herewith. Any such termination, expiration, re-entry or re-possession shall not affect any accrued rights of Landlord hereunder.

11. The Tenant, on paying the rental herein specified, and performing Tenant's agreements aforesaid, shall and may peaceably and quietly have, hold and enjoy said demised premises for the term aforesaid, provided, however, that this covenant shall be conditioned upon the Landlord's retention of title or interest in the demised premises.

12. This lease and the premises herein demised may not be assigned, pledged, mortgaged, transferred or sublet, nor turned over or made available for use or operation by others, either in whole or in part, by the Tenant in possession, without the prior written consent of Landlord.

13. ~~The Landlord may from time to time, during the term hereof, have the right to place a reading machine on the demised premises and place a coin box in the machine, which may be used by the general public.~~

14. If the Tenant shall default in the payment of rent or other charges payable hereunder, Landlord may, where permitted by the law of the jurisdiction in which the demised premises are situate, proceed by distress and sale of the goods and chattels there found to levy the rent and such other charges; and all costs, expenses and officers' commissions, as well as attorney's fees equal to 18% of the amount due, shall be paid by the Tenant, and in such case all costs, expenses, commissions or other charges shall immediately attach to and become part of the claim of the Landlord for rent. Tenant hereby expressly waives in favor of Landlord the benefit of all present or future laws establishing any limitation as to the goods or chattels upon which distress or execution may be made, and releases Landlord of the obligation of proving or identifying such goods or chattels, and further waives the benefit of all laws relating to appraisement, condemnation or notice of sale of the goods or chattels distrained or executed upon, it being the purpose and intent of this provision that all goods and chattels of the Tenant, whether upon the demised premises or not, be liable to distress for rent, and subject to sale at any time after five days from said distraint, and in all events subject to execution, levy or sale in any proceedings to enforce a judgment for rent payable hereunder. The Tenant further waives the right to trial by jury in any action or proceeding instituted by the Landlord to obtain possession of the demised premises and, after having been dispossessed or ejected therefrom by process of law or otherwise, any right to redeem or recover the demised premises or to have a reinstatement or continuance of the lease, as well as all other rights with respect to the demised premises.

15. If rent and any charges herein reserved as rent shall remain unpaid when due, as herein provided, then (if permitted by the laws of the jurisdiction in which the demised premises are situate) the Tenant hereby empowers any prothonotary or attorney of any court of record to appear for Tenant in any and all actions which may be brought for ejectment and for rent or the charges reserved as rent, or either, to sign for Tenant an agreement for entering in any competent court an amicable action or actions for the ejectment of the Tenant or recovery of possession of the demised premises by Landlord, or the recovery of rent or other charges, and in said amicable actions to confess judgment against Tenant for possession of the demised premises, and for all or any part of the rent or other charges specified in this lease then remaining unpaid, including, at Landlord's option, interest and costs together with an attorney's fee equal to 18% of the amount due such confession to include release of all errors and waiver of the benefit of all laws and exemptions referred to in the preceding paragraph. Such authority shall not be exhaused by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term, as before. The Tenant waives the right to trial by jury in any action or proceeding instituted by the Landlord to obtain possession of the demised premises.

16. In the event that the relation of the Landlord and Tenant shall terminate by cancellation or termination of this lease by Landlord pursuant to Paragraph 10 hereof, or by reason of the re-entry of the Landlord under the terms and covenants contained in this lease, or by ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable for, and shall pay in equal monthly payments, the rent or an amount measured thereby which accrues for the balance of the term if the rent reserved is on a monthly or annual basis. If the rent is on a gallonage basis, Tenant shall pay in monthly payments during the remainder of the unexpired term a sum equal to the average of the monthly payments made by Tenant to Landlord during the period of this lease that Tenant was in possession of the premises and made gallonage payments. The Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved plus any expenses incurred by Landlord, legal or otherwise, in relet ting the demised premises and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term. Such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and the Landlord is authorized to effect such reletting for a term equal to or greater than the balance of the term herein demised, without prejudice to, or diminution of, the Tenant's liability herein provided, except to the extent that the Landlord shall credit such subsequent rent collections to the liability of the Tenant hereunder.

17. The acceptance of rent by the Landlord or the rendition of a rent bill shall not be deemed to constitute a waiver of any default by the Tenant in performing any of the terms, conditions or covenants hereof or a withdrawal of any notice of termination theretofore given hereunder.

18. ~~The following procedure shall be applicable hereunder: payment on the basis of the quantities of product sold [illegible] the period covered by such bill. The Landlord shall furnish to the Tenant a statement of operation of the premises [illegible] the Tenant shall pay the rent so computed [illegible] the Landlord shall furnish the Tenant with a copy of the Landlord's statement [illegible] the Tenant's obligation to comply with the provisions of this paragraph.~~

19. ~~[illegible] the Landlord shall be deemed [illegible] the performance of the terms and conditions of this lease [illegible] the parties, the Tenant's performance performed.~~

20. Any notice given pursuant to the provisions of this lease shall be deemed sufficient if mailed to the address herein set forth for the party to which it is addressed or, in the event of written notice of change of address by either party to the other, to the address set forth in such written notice. Any notice given by mail shall be deemed effective as of the date of mailing. This shall be without prejudice to the right of either party to give written notice by any other means or of any right of Landlord to terminate this lease as herein provided.

21. This instrument contains the entire agreement of the parties, and there are no understandings, conditions, representations or warranties in respect of the subject matter hereof which are not incorporated herein. No amendment, modification, renewal or extension hereof, or of Tenant's tenure of the premises herein described, shall be effective unless in writing duly executed by the parties hereto.

22. This agreement shall not be binding on Landlord unless signed by a Vice President or ~~Division~~ Region Manager of Landlord.

| APPROVED | | | | | | |
|---|---|---|---|---|---|---|
| DIVISION MANAGER | DATE | OPER./RE. MGR. | DATE | | | DATE |

IN WITNESS WHEREOF, the parties hereto have executed and delivered this lease the day and year first above written.

CITIES SERVICE OIL COMPANY, (Landlord)

By: Ralph G. Henderson

(~~Vice~~ President) (~~Division~~ Region Manager) (Title)

M. G. O. CORP.

(Witness) (Tenant) (L. S.)

MONTICELLO GAS & OIL CO., INC.

(Witness) (Tenant) (L. S.)

*Strike out as appropriate.

DEFENDANT'S EXHIBIT N - NOTICE OF INTENT TO CONSTRUCT, ENLARGE, OR CONVERT, FOR OCCUPANCY OR USE, A TEMPORARY RESIDENCE OR A FARM LABOR CAMP DATED 9/22/72, SIGNED BY DORA HUSS, PRESIDENT DORALEE ESTATES, INC.

N received 794 4537

NOTICE OF INTENT
To Construct, Enlarge, or Convert, for Occupancy or Use, a
TEMPORARY RESIDENCE
or a
FARM LABOR CAMP

RECEIVED
SEP 22 1972
N.Y.S. DEPT. OF HEALTH
MONTICELLO SUB-DISTRICT

To the (District Health Officer,
(County Commissioner of Health, or
(City Commissioner of Health

Sir:

Notice is hereby given as required by Part 7 or 15 of the Sanitary Code established by the Public Health Council of the State of New York, regarding the following property:

Location: (cross out words not applying)
County SULLIVAN Town THOMPSON
Village
City

Detailed location COLD SPRING ROAD & WAVERLY AVE
(e.g. Road - St. - Bldg. No. - Distance from some well-known point)

The property is, or will be known as: DORALEE ESTATES, INC.

The property is, or will be used as: BUNGALOW COLONY & MOBILE HOME PARK

Name of owner: DORALEE ESTATES, INC.

Address of owner: RD2 BOX 310 MONTICELLO, N.Y.

Name of operator: DORA HUSS

Address of operator: RD2 BOX 310 MONTICELLO N.Y.

It is proposed to Install 17 mobile homes for year round occupancy & necessary sewage disposal units in addition to existing system.
(Describe in detail, see reverse side)

The following permits or approvals for the proposed construction, enlargement or conversion have been applied for or received: (see reverse side)

(Signed) Dora Huss Pres
Doralee Estates Inc
Connection with Property

Date 9/22/72

Mail Address Box 310 RD 2
Monticello N.Y. 12701

Telephone: Exchange 794 No. 4537

DEFENDANT'S EXHIBIT

SAN. 14c (Rev. 9/62)

(OVER)

# DEFENDANT'S EXHIBIT O - ORIGINAL RELEASE OF CITIES SERVICE OIL COMPANY BY DORALEE ESTATES, INC. DATED 4/27/72, SIGNED BY DORA HUSS, PRESIDENT DORALEE ESTATES, INC. WITH ANNEXED STIPULATION OF SETTLEMENT

DEFENDANT'S EXHIBIT

J

TO ALL TO WHOM THESE PRESENTS SHALL COME,

GREETING:

Know Ye, That DORALEE ESTATES, INC., a domestic corporation with its principal office in Monticello, New York, for and in consideration of the sum of SEVEN THOUSAND DOLLARS ($7,000.00) lawful money of the United States of America to its duly authorized officer in hand paid by CITIES SERVICE OIL COMPANY, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said CITIES SERVICE OIL COMPANY, its successors and assigns, of and from all, and all manner of claims, actions, and causes of actions, suits, debts, sums of money, accounts, covenants, controversies, trespasses, damages, claims and demands whatsoever, which against said CITIES SERVICE OIL COMPANY, DORALEE ESTATES, INC. ever had or now has.

This release is delivered pursuant to a stipulation of settlement of pending action in the Supreme Court, Sullivan County, State of New York, entitled DORALEE ESTATES, INC., Plaintiff, versus MONTICELLO GAS & OIL CO., INC. and CITIES SERVICE OIL COMPANY, Defendants, copy of which stipulation is annexed hereto. This release is specifically limited to all claims in such action for damages for the period commencing with the ownership of the premises involved in such lawsuit by DORALEE ESTATES, INC. in 1965 and extends to all claims for damages from that day to and including the 24th day of October, 1972, as specifically set forth in said stipulation and as conditioned therein.

IN WITNESS WHEREOF, the said DORALEE ESTATES, INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this

27th day of April, Nineteen Hundred and Seventy-two.

DORALEE ESTATES, INC.

By: Dora Huss
Dora Huss, President

STATE OF NEW YORK )
)SS.:
COUNTY OF SULLIVAN )

On this 27th day of April, Nineteen Hundred and Seventy-two, before me personally came DORA HUSS, to me personally known who, being by me duly sworn did depose and say that she resides in Monticello, New York, that she is the President of DORALEE ESTATES, INC., the corporation described in and which executed the above Instrument, that she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

Nettie S. Friedman
Notary Public

[illegible]
Qualified in [illegible] County
Commission Expires March 30, 1973

DEFENDANT'S EXHIBIT

K

It is hereby stipulated and agreed by and between the attorneys for the respective parties in this action,

that the cause of action brought in this equity action on behalf of the plaintiff for money damages for alleged nuisance and negligence is settled and discontinued upon its merits upon the payment by the defendants to the plaintiff corporation the sum of $12,500. This payment of $12,500 by the defendants to the plaintiff settles and compromises and extinguishes any and all claims that the plaintiff has or might have or will have against these defendants for the alleged nuisance and negligence from the date of the purchase of these premises by the plaintiff to the present date, April 25, 1972.

It is further stipulated and agreed by and between the attorneys for the respective parties in consideration of the aforementioned payment in the amount of $12,500 that the plaintiff herein and its successors and assigns and its officers and directors individually shall forbear commencing any suit against the defendants, their successors and assigns and waive any rights to any claims against the defendants herein by reason of the operation of their said premises as a bulk oil distribution plant and gas distribution depot on and all facilities now used in relation thereto for a period of six months commencing on the date hereof, April 25, 1972, and terminating on the 24th day of October, 1972, provided that defendants comply with the terms of this stipulation hereinafter set forth regarding a correction of their premises, pursuant to a plan to be submitted to the Court for approval.

It is further stipulated and agreed by and between the attorneys for the respective parties that within 60 days from the date hereof, the defendants shall submit to the Court plans and specifications for the installation of a system which will be designed to eliminate the discharge or run-off of any petroleum products from the defendants' premises onto the lands or lakes of the plaintiff, a copy of said plans and specifications to be supplied to the attorneys for the plaintiff at the same time.

It is further stipulated and agreed that upon submission of such plans and specifications to the Court, the Court shall have the opportunity to approve or disaprove of the same as it sees fit and upon the Court's approval of the same, and within 60 days thereafter, the defendants undertake and agree to commence work to institute the improvements called for by such plans and specifications, which work shall be carried out in an expeditious fashion in accordance therewith.

It is further stipulated and agreed between the parties hereto that the foregoing obligation to prepare and submit plans and construct the same shall be voided, in the event that the defendants herein abandon the use of the premises for the purposes of distribution of bulk fuel oil products.

It is further stipulated and agreed that the said sum of $12,500 shall be paid by defendants to plaintiff by drafts or checks payable to the order of Oppenheim and Drew and Doralee Estates, Inc. within 30 days from the date hereof, failing which payment the plaintiff shall have the right to enter judgment in such amount together with the costs and disbursements of this action.

It is further stipulated and agreed that out of the sum of $12,500 so to be paid by the defendants, the sum of $7,000 is paid by and on behalf of defendant Cities Service and the sum of $5,500 is to be paid by and on behalf of the defendant Monticello Gas and Oil Co., Inc. and should the amount so to be paid by

either of said defendants not be paid within such 30 day period, then the right of the plaintiff to enter judgment shall be restricted to the amount not so paid by such defendant, such judgment to be entered against only such defendant together with costs and disbursements as against such defendant, and it is further stipulated and agreed by and between the attorneys for the parties hereto that this Court shall retain jurisdiction of this action with respect to the cause of action for a permanent injunction until such time as this Court renders its decision.

MR. KRIEGER: Mr. Pantel, have you heard all the terms and provisions of the proposed settlement and do you agree with the same on behalf of Monticello Gas and Oil?

A. Yes.

Q. And are you authorized to settle on behalf of said company?

A. I'm authorized, yes.

MR. McDERMOTT: Let the record further show that counsel for the defendant Cities Service Company has been in telephone communication contact this day with Mr. Russell H. Smith, Esq., general attorney for Cities Service Oil Co. in Tulsa, Oklahoma and said Russell H. Smith has authorized counsel for Cities Service Oil Co. to enter into the foregoing stipulation.

(At which time Mr. and Mrs. Huss entered Chambers)

BY THE COURT:

Now, if you would, please, we have tried to knock out a stipulation of agreement and would you please listen.

(The foregoing stipulations of settlement were read.)

Now, Mrs. Huss, as president of Doralee Estates, Inc. you have just heard read to you the stipulations and agreements by your lawyer and the lawyers for the defendants. Do you consent and agree to the terms and conditions set forth in this stipulation?

A. Yes.

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DEFENDANT'S EXHIBIT P - ORIGINAL RELEASE OF MONTICELLO GAS & OIL CO., INC. BY DORALEE ESTATES, INC. DATED 4/27/72, SIGNED BY DORA HUSS, PRESIDENT DORALEE ESTATES, INC. WITH ANNEXED STIPULATION OF SETTLEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME,

GREETING:

Know Ye, That DORALEE ESTATES, INC., a domestic corporation with its principal office in Monticello, New York, for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00) lawful money of the United States of America to its duly authorized officer in hand paid by MONTICELLO GAS & OIL CO., INC., the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said MONTICELLO GAS & OIL CO., INC., its successors and assigns, of and from all, and all manner of claims, actions, and causes of actions, suits, debts, sums of money, accounts, covenants, controversies, trespasses, damages, claims and demands whatsoever, which against said MONTICELLO GAS & OIL CO., INC., DORALEE ESTATES, INC. ever had or now has.

This release is delivered pursuant to a stipulation of settlement of pending action in the Supreme Court, Sullivan County, State of New York, entitled DORALEE ESTATES, INC., Plaintiff, versus MONTICELLO GAS & OIL CO., INC. and CITIES SERVICE OIL COMPANY, Defendants, copy of which stipulation is annexed hereto. This release is specifically limited to all claims in such action for damages for the period commencing with the ownership of the premises involved in such lawsuit by DORALEE ESTATES, INC. in 1965 and extends to all claims for damages from that day to and including the 24th day of October, 1972, as specifically set forth in said stipulation and as conditioned therein.

IN WITNESS WHEREOF, the said DORALEE ESTATES, INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 27th day of April, Nineteen Hundred and Seventy-two.

DORALEE ESTATES, INC.

By: Dora Huss
Dora Huss, President

STATE OF NEW YORK )
)SS.:
COUNTY OF SULLIVAN )

On this 27th day of April, Nineteen Hundred and Seventy-two, before me personally came DORA HUSS, to me personally known who, being by me duly sworn did depose and say that she resides in Monticello, New York, that she is the President of DORALEE ESTATES, INC., the corporation described in and which executed the above Instrument, that she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

Nettie S. Friedman
Notary Public
NETTIE S. FRIEDMAN
Notary Public, State of New York
No. 41-1328150
Qualified in Queens County
Commission Expires March 30, 1973

It is hereby stipulated and agreed by and between the attorneys for the respective parties in this action,

that the cause of action brought in this equity action on behalf of the plaintiff for money damages for alleged nuisance and negligence is settled and discontinued upon its merits upon the payment by the defendants to the plaintiff corporation the sum of $12,500. This payment of $12,500 by the defendants to the plaintiff settles and compromises and extinguishes any and all claims that the plaintiff has or might have or will have against these defendants for the alleged nuisance and negligence from the date of the purchase of these premises by the plaintiff to the present date, April 25, 1972.

It is further stipulated and agreed by and between the attorneys for the respective parties in consideration of the aforementioned payment in the amount of $12,500 that the plaintiff herein and its successors and assigns and its officers and directors individually shall forbear commencing any suit against the defendants, their successors and assigns and waive any rights to any claims against the defendants herein by reason of the operation of their said premises as a bulk oil distribution plant and gas distribution depot on and all facilities now used in relation thereto for a period of six months commencing on the date hereof, April 25, 1972, and terminating on the 24th day of October, 1972, provided that defendants comply with the terms of this stipulation hereinafter set forth regarding a correction of their premises, pursuant to a plan to be submitted to the Court for approval.

It is further stipulated and agreed by and between the attorneys for the respective parties that within 60 days from the date hereof, the defendants shall submit to the Court plans and specifications for the installation of a system which will be designed to eliminate the discharge or run-off of any petroleum products from the defendants' premises onto the lands or lakes of the plaintiff, a copy of said plans and specifications to be supplied to the attorneys for the plaintiff at the same time.

It is further stipulated and agreed that upon submission of such plans and specifications to the Court, the Court shall have the opportunity to approve or disaprove of the same as it sees fit and upon the Court's approval of the same, and within 60 days thereafter, the defendants undertake and agree to commence work to institute the improvements called for by such plans and specifications, which work shall be carried out in an expeditious fashion in accordance therewith.

It is further stipulated and agreed between the parties hereto that the foregoing obligation to prepare and submit plans and construct the same shall be voided in the event that the defendants herein abandon the use of the premises for the purposes of distribution of bulk fuel oil products.

It is further stipulated and agreed that the said sum of $12,500 shall be paid by defendants to plaintiff by drafts or checks payable to the order of Oppenheim and Drew and Doralee Estates, Inc. within 30 days from the date hereof, failing which payment the plaintiff shall have the right to enter judgment in such amount together with the costs and disbursements of this action.

It is further stipulated and agreed that out of the sum of $12,500 so to be paid by the defendants, the sum of $7,000 is paid by and on behalf of defendant Cities Service and the sum of $5,500 is to be paid by and on behalf of the defendant Monticello Gas and Oil Co., Inc. and should the amount so to be paid by

either of said defendants not be paid within such 30 day period, then the right of the plaintiff to enter judgment shall be restricted to the amount not so paid by such defendant, such judgment to be entered against only such defendant together with costs and disbursements as against such defendant, and it is further stipulated and agreed by and between the attorneys for the parties hereto that this Court shall retain jurisdiction of this action with respect to the cause of action for a permanent injunction until such time as this Court renders its decision.

MR. KRIEGER: Mr. Pantel, have you heard all the terms and provisions of the proposed settlement and do you agree with the same on behalf of Monticello Gas and Oil?

A. Yes.

Q. And are you authorized to settle on behalf of said company?

A. I'm authorized, yes.

MR. McDERMOTT: Let the record further show that counsel for the defendant Cities Service Company has been in telephone communication contact this day with Mr. Russell H. Smith, Esq., general attorney for Cities Service Oil Co. in Tulsa, Oklahoma and said Russell H. Smith has authorized counsel for Cities Service Oil Co. to enter into the foregoing stipulation.

(At which time Mr. and Mrs. Huss entered Chambers)

BY THE COURT:

Now, if you would, please, we have tried to knock out a stipulation of agreement and would you please listen.

(The foregoing stipulations of settlement were read.)

Now, Mrs. Huss, as president of Doralee Estates, Inc. you have just heard read to you the stipulations and agreements by your lawyer and the lawyers for the defendants. Do you consent and agree to the terms and conditions set forth in this stipulation?

A. Yes.

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DEFENDANT'S EXHIBIT BB (EXCERPT) - SET OF LEASES WITH RENT SCHEDULE

# LEASE

Agreement made this 2 day of May, 1974

by and between Donalee Estates Inc

Monticello NY (914) 794 0953

hereinafter known as the Landlord, and 633-5312 4537

Mr & Mrs Leslie Brecher 870 Ocean Pkway Bkly

Mrs I Mrs. Henry Schon 1444-58 St Bk. 494 0759

City of

hereinafter known as the Tenant.

The Tenant does hereby hire from the Landlord and the Landlord does hereby let to the Tenant bungalow, apartment or room known as 22 Bungalows, on the following terms and conditions.

1. The term shall commence on or about June 25, 1974 and end on Labor Day, 1974

2. The rent for the term shall be $16,535 which the tenant shall pay as follows:

On signing hereof $5000

3000 May 30 1974

Balance on arrival $8,535

3. An extra charge per week payable weekly shall be paid in advance by the Tenant for the use of

Gas Pd by Landlord

Electricity " " "

Remarks

4. The said bungalow, apartment or room shall be used only by the following named persons and no others: Consult landlord.

5. In addition to the rent the Tenant with the consent of the Landlord shall pay for guests or for any other persons than the above named who shall use said apartment, bungalow or room for the sum of $ per day.

6. The Tenant shall not assign this lease or sublet the said premises or any part thereof.

7. It is expressly agree by the parties that the building and premises in which said apartment or bungalow are located are a rooming house within a meaning of Section 181 of the Lein Law of the State of New York.

8. The Tenant assumes full responsibility for any and all damages to property, except ordinary wear and tear.

9. The Landlord is not responsible for any accident on said premises.

10. In the event of a defaulit hereof by the Tenant, the Landlord shall have the right to re-enter the premises the same to have again, to repossess and to enjoy, and to rerent the same.

11. No animals belonging to tenant permitted on premises.

12. The Landlord reserves the right to enter premises occasionally for the purpose of inspection.

13. No B-B guns permitted.

In witness whereof the parties hereto have hereunto set their hands and seals the day first above written.

Landlord Donalee Estates Inc by D. Fuss Pres.

Tenant Leslie Brecher

E-122

# AGREEMENT

Agreement made and entered into this 15 day of Aug 1975
by and between Doralee Estates Inc
Monticello, N. Y.,
party of first part, hereinafter called Owner, and Jerome & Sarah Fischer
~~1246 53 St Bklyn~~ 1261 956 50th St Phone 851-8693
party of second part, hereinafter called patron, WITNESSETH:

In consideration of the covenants hereinafter expressed, owner agrees to accept party of second part, as member and/or patron, and to permit him to occupy and use Bungalow No. 9, Cottage No. ....., Apartment No. ....., Unit No. ..... on the premises of the owner, together with the furnishings and fixtures contained therein and the recreational facilities on the premises, upon the following terms and conditions:

1. TERM COMMENCING June 15, 1976 AND ENDING LABOR DAY, 1976 for the fee of:

$ 745 on the following conditions.
$ 100 payable on signing contract.
$ 200 Jan 1 1976 on or before Bal May 30, 1976
$ 245 BALANCE on arrival or before July 1, 19....
Entertainment $..... Rates ..... per family. Total Entertainment $.....
payable on ....., 19.... or on July 1, 19.... $.....

2. The premises shall be occupied by the following named persons, all of whom shall be regarded as patrons and/or members:
Lifkie 2

3. VISITORS AND GUESTS. Every other person using the premises as a visitor or guest of Patron shall pay to owner $..... per day, shall sign a register kept by owner and thereafter shall be regarded as a patron or member for the time spent on the premises. Failure to comply with this condition shall make the visitor or guest a trespasser.

4. ASSIGNMENT. This contract shall not be assigned by Patron except by permission of owner indorsed hereon.

5. LIEN. Owner shall have a lien on Patron's belongings for any unpaid fees or other charges arising from the occupancy of the premises.

6. MISHAPS. It is expressly understood and agreed as a consideration for the making and entering into this contract by and between the parties hereto, that the owner shall not be liable for any injury or damage which may be sustained to the person or property of Patron or to any other person from any cause, act or omission whatever, including but without limiting the foregoing, any claims for personal injuries or property damage resulting from or arising out of the negligence of the owner, his agents, servants or employees.

7. MINORS. Patrons agree to hold owner harmless for any injury sustained by their children on the premises, regardless of the cause of the injury or damage, and to be liable to owner for any injury or damage caused by the child or minor to the person or property of owner, his patrons, guests, visitors, agents and employees.

8. DEFINITIONS. The term patron and/or member shall include spouse, parents, and/or guardians of children. The word colony shall be synonymous with and include a club or society.

9. SIGNATORIES. If this agreement is signed by one spouse the other shall be bound by virtue of a representation that the signer is the agent of the other spouse.

10. RULES AND REGULATIONS. Patrons shall comply with all incidental rules adopted by owner for the good and welfare of all patrons and occupants of the colony. Any violation of these rules shall at the option of the owner terminate this contract and all fees paid hereon shall be regarded as liquidated damages to be retained by owner.

11. Patron agrees not to maintain any animals, B-Bguns or other dangerous toys on said colony.

12. CARE AND USAGE. Patrons agree to take good care of premises, fixtures and furniture, and upon the termination of this contract leave same in as good condition as when received, except for reasonable wear and tear.

13. DEFAULT. In the event of a default of the patron in the performance of the terms and conditions of this contract, owner shall have the right to reenter the cottage or unit hereinabove mentioned and take immediate possession thereof and all fees paid hereon shall be applied as part of owner's damages, and patron shall be liable for any remaining fees due on this contract as aforesaid.

14. POSTING. All rules and regulations adopted by owner as aforesaid, shall be posted in a conspicuous spot in the office of owner.

15. OTHER CONDITIONS. Payment in full must preceed occupancy

IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

Doralee Estates Inc
Owner by L Huss

Jerome Fischer
Patron

Dora Huss
42-15 43 Ave
Sunnyside N.Y. 11104

E-123

# AGREEMENT

Agreement made and entered into this 25 day of Aug 1975

by and between Klorale Estates Inc

Monticello N.Y. 12701, N. Y.,

party of first part, hereinafter called Owner, and Mr & Mrs Henry Hartstein

901 46 St Brkln 11219 of Phone 436 4140

party of second part, hereinafter called patron, WITNESSETH:

In consideration of the covenants hereinafter expressed, owner agrees to accept party of second part, as member and/or patron, and to permit him to occupy and use Bungalow No. 70, Cottage No. ....., Apartment No. ....., Unit No. ..... on the premises of the owner, together with the furnishings and fixtures contained therein and the recreational facilities on the premises, upon the following terms and conditions:

1. TERM COMMENCING JUNE 25TH, 1976 AND ENDING LABOR DAY, 1976 for the fee of

$ 795 on the following conditions.

$ 100 payable on signing contract

$ 100 Jan 1 1976 on or before 200 May 30, 1976

$ 395 BALANCE on arrival or before July 1, 1976

50 Max. Entertainment $ 135 Rates ..... per family. Total Entertainment $.....

payable on ....., 19.... or on July 1, 19.... $.....

2. The premises shall be occupied by the following named persons, all of whom shall be regarded as patrons and/or members:

.....

.....

.....

3. VISITORS AND GUESTS. Every other person using the premises as a visitor or guest of Patron shall pay to owner $..... per day, shall sign a register kept by owner and thereafter shall be regarded as a patron or member for the time spent on the premises. Failure to comply with this condition shall make the visitor or guest a trespasser.

4. ASSIGNMENT. This contract shall not be assigned by Patron except by permission of owner indorsed hereon.

5. LIEN. Owner shall have a lien on Patron's belongings for any unpaid fees or other charges arising from the occupancy of the premises.

6. MISHAPS. It is expressly understood and agreed as a consideration for the making and entering into this contract by and between the parties hereto, that the owner shall not be liable for any injury or damage which may be sustained to the person or property of Patron or to any other person from any cause, act or omission whatever, including but without limiting the foregoing, any claims for personal injuries or property damage resulting from or arising out of the negligence of the owner, his agents, servants or employees.

7. MINORS. Patrons agree to hold owner harmless for any injury sustained by their children on the premises, regardless of the cause of the injury or damage, and to be liable to owner for any injury or damage caused by the child or minor to the person or property of owner, his patrons, guests, visitors, agents and employees.

8. DEFINITIONS. The term patron and/or member shall include spouse, parents, and/or guardians of children. The word colony shall be synonymous with and include a club or society.

9. SIGNATORIES. If this agreement is signed by one spouse the other shall be bound by virtue of a representation that the signer is the agent of the other spouse.

10. RULES AND REGULATIONS. Patrons shall comply with all incidental rules adopted by owner for the good and welfare of all patrons and occupants of the colony. Any violation of these rules shall at the option of the owner terminate this contract and all fees paid hereon shall be regarded as liquidated damages to be retained by owner.

11. Patron agrees not to maintain any animals, B-Bguns or other dangerous toys on said colony.

12. CARE AND USAGE. Patrons agree to take good care of premises, fixtures and furniture, and upon the termination of this contract leave same in as good condition as when received, except for reasonable wear and tear.

13. DEFAULT. In the event of a default of the patron in the performance of the terms and conditions of this contract, owner shall have the right to reenter the cottage or unit hereinabove mentioned and take immediate possession thereof and all fees paid hereon shall be applied as part of owner's damages, and patron shall be liable for any remaining fees due on this contract as aforesaid.

14. POSTING. All rules and regulations adopted by owner as aforesaid, shall be posted in a conspicuous spot in the office of owner.

15. OTHER CONDITIONS.

.....

.....

.....

IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

Klorale Estates Inc
by Louis Kass

Nora Hass
43 Lane
Kensington N.Y. 11204

Henry Hartstein
Patron

2

DEFENDANT'S EXHIBIT DD - SCHEDULE: DORALEE ESTATES, INC. "REPEATERS" 1974-1976

Doralee Estates Inc
'Repeaters'

| | Unit # | 1 1974 Name | 2 1975 Name | 3 1976 Name | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | Weinstein** | Slamowics | Slamowics* | | | | | | | |
| 2 | 2 | Itzkowitz | Itzkowitz* | Itzkowitz | | | | | | | |
| 3 | 3 | Shapiro | Shapiro* | Shapiro | | | | | | | |
| 4 | 4 | Schon | Schon* | Schon | | | | | | | |
| 5 | 5 | Thaw** | L. Friedman | L. Friedman* | | | | | | | |
| 6 | 6 | Dente** | R. Friedman | R. Friedman* | | | | | | | |
| 7 | 7 | | Benedek | Benedek* | | | | | | | |
| 8 | 8 | Spitz | Spitz* | Spitz | | | | | | | |
| 9 | 9 | Schickler** | Fischer | Fischer* | | | | | | | |
| 10 | 10 | A. Kass** | Weil | Weil* | | | | | | | |
| 11 | 11 | A. Kleinbart | A. Kleinbart* | A. Kleinbart | | | | | | | |
| 12 | 12 | Guadagno** | L. Kleinbart | L. Kleinbart* | | | | | | | |
| 13 | 14 | Schenkelski | | Schlesing | | | | | | | |
| 14 | 15 | D. Green | P. Friedman | P. Friedman* | | | | | | | |
| 15 | 16 | Deitel | Deitel* | Deitel | | | | | | | |

* Indicates a tenant who rents for more than one season. * appears next to a tenant's name when he becomes a "repeater" i.e. he rents for a second season.

** Indicates a tenant who also rented in some month in 1974.

4710 - Green
4710 - White

Doralee Estates Inc.

Repeaters

| | Unit # | 1974 Name | 1975 Name | 1976 Name | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 17 | Rosman | Schenkelusk* | Schimkowitzki | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | 18 | Saffer | Saffer* | Saffer | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | 19 | Brecher | Brecher* | Brecher | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | 20 | Goldstein | Goldstein* | Hartstein* | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | 21 | Margareten | Margareten* | Ziegelheim | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | 22 | Graff** | M. Friedman | Langer | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | 23 | Greenberg** | Hartstein | J. Lehman | | | | | | | |
| 14 | | | | L. Feldman | | | | | | | |
| 15 | 24 | | | | | | | | | | |
| 16 | | | | | | | | | | | |
| 17 | 25 | | | | | | | | | | |
| 18 | | | | | | | | | | | |
| 19 | 26 | | | Zislkind | | | | | | | |
| 20 | | | | | | | | | | | |
| 21 | Trailor | | Stein | Stein* | | | | | | | |
| 22 | | | | | | | | | | | |
| 23 | Schroeder 1 | | Wagner | Moggenstein | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | Schroeder 2 | | Tarlow | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | Main House 1 | | Hasenfeld | Hasenfeld* | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | Main House 2 | | Richter | Frischman | | | | | | | |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |

Doralee Estates, Inc.

| | |
|---|---|
| Total Units Season Rentals | 75 |
| Total Units Season Rentals for Same Person for 2 or more seasons | 61 |
| Tota Units Season Rentals for 1 Person, 1 season only | 14 |
| % Repeat Rentals | 81.3% |
| % One-Season Rentals | 18.7% |

DEFENDANT'S EXHIBIT EE - SCHEDULE: DORALEE ESTATES. INC. "REPEATERS" 1965-1973

Doralee Estates Inc.

"Repeaters"

| Unit # | 1965 Name | 1966 Name | 1967 Name | 1968 Name | 1969 Name | 1970 Name | 1971 Name | 1972 Name | 1973 Name |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Reinstein Zirkes-Grossman | Weider* | Mankin | Mankin | Mankin | Mankin | Unterberg | Unterberg | NOT RENTED |
| 2 | Kramer | Damato* | Damato | Damato | Damato | Damato | Damato | Damato | Unterberg |
| 3 | Fine | Fine* | Bache | Critelli* | Critelli | Critelli | Critelli | Critelli | Critelli |
| 4 | Mouther | Goldblatt* | Strumlyf Steiglitz | Steiglitz* | Steiglitz | | Diamond | Rocca | Rocca* |
| 5 | Wieder | Ackerman | Gursan | Graber | Graber* | Leibowitz | Leibowitz* | Foster* | Foster |
| 6 | Huss | Topche* | Unterberg | Unterberg | Unterberg | Unterberg | Rubin | Schwartz | Dente |
| 7 | Roter | Burshtyn Messner | Critelli | Weiser* Levine | Levine | Levine | Kiel* | Kaube | Funkelson Green Sjeef |
| 8 | Lefkowitz Coleman Levine | Lefkowitz* Levine* | Segal Levine | Miller* Bich* | Kaufman | Kiel | Levine | Levine | Levine |
| 9 | Mankin | Mankin* | Schickler | Schickler* | Schickler | Schickler | Schickler | Schickler | Schickler |
| 10 | Neinberg | Levy Miller | Singer | Zlachower | Zlachower* | Zlachower | Singer | Singer | NOT RENTED |

*Indicates a tenant who rents for more than one season. * appears next to a tenant's name when he becomes a "repeater" i.e. he rents for a second season

| | Unit # | 1 1965 Name | 2 1966 Name | 3 1967 Name | 4 1968 Name | 5 1969 Name | 6 1970 Name | 7 1971 Name | 8 1972 Name | 9 1973 Name | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 11 | Goldblatt | Rosenberg | Bien | Galino Singer* | Gannas | Kupferstein Bernstein | Foster | Leslie | Richards | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | 12 | Lazzour | Baumann Kange Bock | Critelli | NOT RENTED | Schwartz | Vernon | Dente | Lentz manager | Gundagno | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | 14 | Kurs | Rosen Seifert | Weiser Ollar | Ollar* | Baum | Levieraz | Levieraz* | Dente* | Gorenberg* | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 1 | 15 | Topche | Lazar Keane | Altman | Weinberg | Weinberg | Singer | Alkes* | Alkes | Ligsky | |
| 11 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | 16 | Lafazan | Kurs* | Kurs | Kurs | Kurs | Huss | | Huss | Huss | |
| 17 | | | | | | | | | | | |
| 18 | 17 | Brazel | Jastone Reich | Levitz | Levitz* | Taylor | Palmer | Zlachower | Zlachower | Thau | |
| 20 | | | Pearl* | | | | | | | | |
| 21 | | | | | | | | | | | |
| 22 | 18 | Pearl | Leslie | Topche | Topche | NOT RENTED | Steiglitz | Steiglitz | Steiglitz | Weiskopf | |
| 23 | | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | 19 | Kason | Weitman | Ruben | Peller Strumkuf* | Asbyle | Schneider | Schneider* | Levieraz | Geishon | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | 20 | Damato | Tomashevsky | Reider | Reider* | Reider | Reider | Reider | NOT RENTED | Perkel | |
| 29 | | | | | | | | | | | |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |

| | Unit # | 1 1965 Name | 2 1966 Name | 3 1967 Name | 4 1968 Name | 5 1969 Name | 6 1970 Name | 7 1971 Name | 8 1972 Name | 9 1973 Name | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 21 | Reskof | Weiner* | Taylor | Taylor* | Shiff | Kimberry | Kimberry* | Ofseyer | Ofseyer* | |
| 2 | | Weiner | | | Greenberry | | | | | Anselm | |
| 3 | | | | | | | | | | | |
| 4 | 22 | Lafond | Kupitz | Roth | Roth* | Roth | Alderman | Karabel* | Shirman | Graff | |
| 5 | | Lewis | | | | | Karabel | | | | |
| 6 | | | | | | | | | | | |
| 7 | 23 | | Dr. Z Kal | NOT RENEWED | Plesser | Dr. Roth | Fisher- | Abzug | Brady | Greenberg | |
| 8 | | | | | Krass | Leslie | Weinberger | | | | |
| 9 | | | | | Rubinger | | | | | | |
| 10 | | | | | Klemman | | | | | | |
| 11 | 24 | | Unterberg* | Koppelman | Cohen- | Man* | Leslie | Leslie* | Abzug* | Abzug | |
| 12 | | | | | Tobias | | | | | Comfort | |
| | | | | | M. Deitch | | | | | | |
| 13 | 25 | Unterberg | Man | Weinberg* | Milton | Huss* | Man | Man | | | |
| 14 | | | | | Hansen | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | 26 | | | | | | | Weinstein | | | |
| 17 | | | | | | | | | | | |
| 18 | | | | | | | | Roth | | | |
| 19 | 27 | | | | | | | | | | |
| 20 | | | | | | | | | | | |
| 21 | | | | | | | | | | | |
| 22 | | | | | | | | | | | |
| 23 | | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | | | | | | | | | | | |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |

| | Unit Name | 1 1965 Name | 2 1966 Name | 3 1967 Name | 4 1968 Name | 5 1969 Name | 6 1970 Name | 7 1971 Name | 8 1972 Name | 9 1973 Name | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Main House | | | | Pillar | | | | | Wright | |
| 2 | | | | | | | | | | | |
| 3 | Bird Cage | | | | | | Altman | | Meskowitz | | |
| 4 | | | | | | | | | | | |
| 5 | Mobile Home #1 | | | | | | | | Sterlitz Weinstein* | Lifton Weinstein | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |

| | |
|---|---|
| Total Units Season Rentals | 248 |
| Total Units Season Rentals for Same Person for 2 or more seasons | 158 |
| Total Units Season Rentals for 1 Person, 1 Season only | 90 |
| % Repeat Rentals | 63.7 % |
| % One-Season Rentals | 36.3 % |

DEFENDANT'S EXHIBIT FF - SCHEDULE: DORALEE ESTATES, INC. "RENTS RECEIVED" 1965-1973

Doralee Estates Inc.
Rents Received

| Unit # | 1 1965 Rent | 1965 Gross | 2 1966 Rent | 1966 Gross | 3 1967 Rent | 1967 Gross | 4 1968 Rent | 1968 Gross | 5 1969 Rent | 1969 Gross | 6 1970 Rent | 1970 Gross | 7 1971 Rent | 1971 Gross | 8 1972 Rent | 1972 Gross | 9 1973 Rent | 1973 Gross | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | $200<br>450 | 200<br>475 | $200 | 334 | 750 | 840 | $800 | 816 | $800 | 816 | $800 | 831 | $825 | 841.50 | $825 | 841.50 | NOT RENTED | | |
| 2 | 750 | 750 | 750 | 880 | 800 | 881 | 800 | 816 | 800 | 816 | 800 | 816 | 825 | 841.50 | 825 | 841.50 | 865 | 865 | |
| 3 | 700 | 700 | 600 | 762 | 600 | 712 | 650 | 663 | 650 | 663 | 650 | 678 | 675 | 688.50 | 675 | 688.50 | 710 | 710 | |
| 4 | 550 | 650 | 600 | 762 | 325<br>675 | 331.50<br>688.50 | 650 | 663 | 650 | 663 | | | 675 | 688.50 | 675 | 688.50 | 710 | 710 | |
| 5 | 550 | 650 | 600 | 662 | 350 | 350 | 700 | 700 | 700 | 700 | 650 | 663 | 675 | 688.50 | 675 | 688.50 | 710 | 710 | |
| 6 | 550 | 600 | 650 | 763 | 675 | 688.50 | 650 | 728 | 650 | 663 | 650 | 663 | 675 | 688.50 | 675 | 688.50 | 710 | 710 | |
| 7 | 550 | 600 | 300<br>300 | 331<br>356 | 325 | 396.50 | 420<br>320 | 436.50<br>326.40 | 350 | 350 | 625 | 625 | 675 | 688.50 | 675 | 688.50 | 143<br>350<br>710 | 143<br>350<br>710 1 | |
| 8 | 250<br>200 | 275<br>200 | 325<br>300 | 356<br>366 | 325<br>320 | 379<br>326.40 | 325<br>350 | 332<br>357 | 375 | 382.50 | 650 | 663 | 650 | 650 | 650 | 650 | 665 | 665 | |

1 Leases show 2 tenants occupying this unit during the same period of time

Doralee Estates Inc.

| Unit # | 1 1965 Rent | 1965 Gross | 2 1966 Rent | 1966 Gross | 3 1967 Rent | 1967 Gross | 4 1968 Rent | 1968 Gross | 5 1969 Rent | 1969 Gross | 6 1970 Rent | 1970 Gross | 7 1971 Rent | 1971 Gross | 8 1972 Rent | 1972 Gross | 9 1973 Rent | 1973 Gross | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9 | 600 | 600 | 650 | 713 | 650 | 723 | 650 | 663 | 650 | 663 | 650 | 663 | 675 | 685.50 | 675 | 685.50 | 710 | 710 | |
| 10 | 600 | 600 | 300<br>300 | 331<br>356 | 650 | 793 | 650 | 663 | 650 | 663 | 650 | 663 | 675 | 685.50 | 675 | 685.50 | NOT RENTED | | |
| 11 | 700 | 700 | 550 | 611 | 220<br>220 | 224.40<br>295.80 | 425<br>120 | 433.50<br>140 | 200 | 200 | 650 | 663 | 675 | 685.50 | 675 | 685.50 | 650 | 650 | |
| 12 | 550 | 575 | 300<br>300 | 431<br>356 | 396.50 | 396.50 | NOT RENTED | | 200 | 200 | 350 | 357 | 675 | 685.50 | 675<br>525 | 675<br>535.50 | 710 | 710 | |
| 14 | 500 | 650 | 300<br>300 | 331<br>356 | 400<br>350 | 408<br>357 | 650 | 663 | 650 | 663 | 650 | 663 | 675 | 685.50 | 675 | 685.50 | 600 | 600 | |
| 15 | 550 | 650 | 300<br>300 | 331<br>331 | 450 | 459 | 650 | 663 | 650 | 663 | 650 | 663 | 675 | 685.50 | 675 | 685.50 | 710 | 710 | |
| 16 | 550 | 650 | 725 | 739 | 700 | 714 | 700 | 779 | 700 | 714 | 700 | 714 | | | 650 | 650 | 690 | 690 | |
| 17 | 550 | 650 | 325<br>300 | 316.50<br>350 | 700 | 779 | 725 | 804.50 | 375 | 350.50 | 700 | 714 | 725 | 739.50 | 725 | 739.50 | 740 | 740 | |

Doralee Estates Inc

| Unit # | 1965 Rent | 1965 Gross | 1966 Rent | 1966 Gross | 1967 Rent | 1967 Gross | 1968 Rent | 1968 Gross | 1969 Rent | 1969 Gross | 1970 Rent | 1970 Gross | 1971 Rent | 1971 Gross | 1972 Rent | 1972 Gross | 1973 Rent | 1973 Gross |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 18 | 562 | 600 50 | 600 | 612 | 700 | 764 | 700 | 777 | NOT RENTED | | 700 | 714 | 725 | 739 50 | 725 | 739 50 | 740 | 740 |
| 19 | 562 50 | 562 50 | 600 | 600 | 730 | 809 | 375<br>375<br>700 | 382 50<br>382 50<br>714 2 | 600 | 600 | 700 | 714 | 725 | 739 50 | 725 | 739 50 | 740 | 740 |
| 20 | 650 | 650 | 700 | 864 | 775 | 555 | 775 | 790 | 775 | 790 50 | 725 | 739 50 | 750 | 765 | NOT RENTED | | 750 | 750 |
| 21 | 300 | 300 | 750 | 915 | 700 | 544 | 700<br>500 | 777<br>500 2 | 700 | 714 | 700 | 714 | 725 | 739 50 | 760 | 700 | 725<br>275 | 725<br>275 |
| 22 | 175<br>225 | 175<br>225 | 600 | 612 | 700 | 864 | 700 | 714 | 700 | 714 | 250<br>450 | 255<br>459 | 725 | 739 50 | 500 | 500 | 710 | 710 |
| 23 | | | 700 | 714 | NOT RENTED | | 240<br>360<br>120 | 244 [illegible] 50<br>367 50<br>122 50 | | 403<br>765 | 700 | 714 | 725 | 739 50 | 500 | 500 | 725 | 725 |
| 24 | | | 400 | 406 | 525 | 535 50 | 250<br>90 | 255<br>90 | 750 | 765 | 600 | 612 | 650 | 663 | 700 | 714 | 700<br>1125 | 740<br>1125 |
| 25 | 410 | 410 | 500 | 510 | 750 | 750 | 450<br>650 | 450<br>650 3 | 450 | 450 | 600 | 612 | 650 | 663 | | | | |

[1] Leases show 2 tenants occupying this unit during the same period of time
[2] Supra
[3] Supra
[4] Winter rental for 7½ mos. @ $150 per month

E-133

97

| Unit # | 1 1965 | 2 1966 | 3 1967 | 4 1968 | 5 1969 | 6 1970 | 7 1971 Rent Gross | 8 1972 Rent Gross | 9 1973 Rent Gross | 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| 26 | | | | | | | 700 714 | | | |
| 27 | | | | | | | 750 765 | | | |

E-134

| | Unit Name | 1 1965 Rent | 1965 Gross | 2 1966 Rent | 1966 Gross | 3 1967 Rent | 1967 Gross | 4 1968 Rent | 1968 Gross | 5 1969 Rent | 1969 Gross | 6 1970 Rent | 1970 Gross | 7 1971 Rent | 1971 Gross | 8 1972 Rent | 1972 Gross | 9 1973 Rent | 1973 Gross | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Main House | | | | | | | 75 | 75 | | | | | | | | | 2400[3] | 2400 | |
| 2 | | | | | | | | | | | | | | | | | | | | |
| 3 | Bird Cage | | | | | | | | | | | 375 | 375.50 | Not Rented | | 450 | 459 | | | |
| 4 | | | | | | | | | | | | | | | | 875[2] | 875 | 800[3] | 800 | |
| 5 | Mobile Home #1[1] | | | | | | | | | | | | | | | 1000 | 1020 | 1050 | 1050 | |
| 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | | | | | | | | |
| 23 | | | | | | | | | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | | | | | | | | | |
| 26 | | | | | | | | | | | | | | | | | | | | |
| 27 | | | | | | | | | | | | | | | | | | | | |
| 28 | | | | | | | | | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | | | | | | | | | |
| 30 | [1] Rental for the entire year @ $200 per mo | | | | | | | | | | | | | | | | | | | |
| 31 | [2] Monthly winter rental @ $125 per mo. | | | | | | | | | | | | | | | | | | | |
| | [3] Monthly winter rental @ $100 per mo. | | | | | | | | | | | | | | | | | | | |

E-135

| Illegible or missing Unit # | 1 1965 Rent | 1965 Gross | 2 1966 Rent | 1966 Gross | 3 1967 Rent | 1967 Gross | 4 1968 Rent | 1968 Gross | 5 1969 Rent | 1969 Gross | 6 1970 Rent | 1970 Gross | 7 1971 Rent | 1971 Gross | 8 1972 Rent | 1972 Gross | 9 1973 Rent | 1973 Gross | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| a | 450 | 550 | | | | | | | | | | | | | | | | | |
| aa | 325 | 325 | | | | | | | | | | | | | | | | | |
| b | | | 300 | 356 | | | | | | | | | | | | | | | |
| c | | | | | 325 | 331.50 | | | | | | | | | | | | | |
| d | | | | | | | 450 | 459 | | | | | | | | | | | |
| e | | | | | | | 250 | 255 | | | | | | | | | | | |
| f | | | | | | | | | | | 650 | 650 | | | | | | | |
| TOTALS | 13,015 | 14,035 | 15,275 | 17,457.50 | 15,156.50 | 16,501.00 | 17,995 | 18,656.00 | 14,175 | 14,408.50 | 16,275 | 16,605 | 17,575 | 17,943.50 | 17,800 | 18,965 | 21,163 | 21,163 | |

Doralee Estates Inc.
Summary of Total Rents Received

| | Rent | Gross |
|---|---|---|
| 1965 | 13010.00 | 14035.00 |
| 1966 | 15275.00 | 17457.50 |
| 1967 | 15156.50 | 16501.10 |
| 1968 | 17995.00 | 18156.00 |
| 1969 | 14175.00 | 14408.50 |
| 1970 | 16275.00 | 16605.00 |
| 1971 | 17575.00 | 17943.50 |
| 1972 | 17600.00 | 18065.00 |
| 1973 | 21163.00 | 21163.00 |

DEFENDANT'S EXHIBIT MM - MAP OF AREA AS MARKED BY ADLER TO SHOW SIZE OF PONDS

PLAINTIFF'S EXHIBIT 11 (NOT ADMITTED) - INTER-OFFICE LETTER FROM L.C. LANGBEIN TO MR. D.F. KOCH DATED 6/6/73 - EXHIBIT CONSISTS OF ONLY "PAGE 2"

Pltf Exh 8 Identif.

CITGO

INTER-OFFICE LETTER

Englewood Cliffs, New Jersey 07632

Page 2

Mr. D. F. Koch

June 6, 1973

Re: Monticello Tank Station

While inspecting the property the woman across the street came over to see what was going on. Shegoave me her life history, residing there for 55 years. Originally the operators were very good and got worse, running trucks over, unloading and leaving the pumps running and going away etc. She was glad to see the tank gone and now she wont smell gasolene. She has and invalid aunt living with her. Now she will concentrate on the LPG company and the woman up the street that has sewerage running donw the culvert. She also told me that some man was interested in renting the building for a small work shop. I told her to contact Pat Reardon and direct any inquiry to him. She had been dealing with Sam Green, I told her that this was Citgo property and Mr. Green was not involved anymore.

By copy of this letter to Mr. Beck I am requesting him, if he can recall the construction of the "Separator". There is a 10" or 12" corrugated pipe entering the outside drum near the bottom and it come from the direction of the building. I did not have these removed until I determine what that pipe drains. Sam Green was not in so I could not ask him.

L.C. Langbein

lcl

DEFENDANT'S EXHIBIT AA (NOT ADMITTED) - BILL OF PARTICULARS IN PRIOR ACTION

STATE OF NEW YORK
SUPREME COURT : SULLIVAN COUNTY
----------X

DORALEE ESTATES, INC.,

Plaintiff,

-against-

VILLAGE OF MONTICELLO,

Defendant.
----------X

VERIFIED BILL OF PARTICULARS

RECEIVED
NOV 25 1974
ALFRED SCHLEIDER

Plaintiff, as and for its verified bill of particulars, and by its attorneys, the undersigned, respectfully alleges as follows:

1. A copy of the Deed requested is annexed hereto, marked "Exhibit 1," and made part hereof.

a) Harry J. Ruthoser

b) July 12, 1965

c) July 14, 1965

d) Book 697 of Deeds, Page 126.

2. Defendant breached its contract, as alleged in paragraph "Eighth" of the complaint, in the following manner:

a) Caused construction to take place on or about plaintiff's real property between May 1 and September 1, 1972. This was in violation of easement agreement of January 10, 1972, Exhibit A to the complaint, which stated, amongst other things, that "... construction shall not take place between May 1 and September 31 of any year." The reason that plaintiff contracted for this limitation was that its summer bungalow rental business

Posch Law Offices
Route Fifty Two East
Liberty New York 12754

was carried on between these months, and construction by the defendant at that time would seriously interfere with and impede and diminish the plaintiff's business.

b) Did not restore plaintiff's premises to its condition prior to the construction and failed to resurface plaintiff's roadways in that attempts at restoration were incompletely performed and imperfectly performed.

3. The plaintiff will claim that defendant and/or persons employed by and through the defendant caused construction to take place on or about the subject real property and plaintiff's surrounding real property during the period between May 1 and September 1, 1972. The exact dates that said work was performed is within the knowledge of the defendant and the defendant's agents and contractors, including, but not limited to S & S Construction Co. of South Fallsburg, New York.

a) Upon information and belief the firm or corporation who performed the construction work was S & S Construction Co. of South Fallsburg, New York.

b) One of the principals of that company, who was from time to time present on the job during said construction, was Ivan Strauss.

c) The defendants and their agents excavated, trenched and installed a sewerage interceptor line through plaintiff's property. Prior thereto, numerous trees and shrubberies were removed and general excavation and changes of

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ERTY NEW YORK 12754

grade performed. Attempts were made to resurface portions of the area under which the sewerage interceptor line was laid.

4. The defendant failed and neglected to resurface all of the areas under which sewerage pipes were laid in those areas in which there was paving prior to defendant's construction. Defendants failed to clean up, failed to restore numerous trees and shrubberies which were present prior to the excavation and construction; failed to restore grades to gradients which existed prior to the excavation and construction.

5. See statement of Rosch & Weston, Contractors, annexed hereto.

6. See statement of Rosch & Weston, Contractors, annexed hereto. In addition thereto, plaintiff will claim loss of rents and revenues for the year 1972 in the sum of approximately $3,000.00; for the year 1973 in the sum of approximately $1,000.00; and for the year 1974 in the sum of approximately $1,000.00.

7. Damages are increasing and continuing in that costs of restoration are increasing because of general increase in prices, and, in addition thereto, plaintiff will claim loss of revenues each summer so long as the present condition exists.

Dated: Liberty, New York
November 21, 1974

Yours, etc.

ORSECK LAW OFFICES
By: GERALD ORSECK, ESQ.
Attorney for Plaintiff
Office & P.O. Address
Route Fifty-Two East
Liberty, New York 12754
Tel: (914) 292-5800

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UTE FIFTY-TWO EAST
ERTY NEW YORK 12754

E-143

DEFENDANT'S EXHIBIT CC ([redacted]) - LETTER FROM McDERMOTT TO JUDGE PITT DATED 6/23/72 WITH ATTACHMENT

VANDERVOORT, CLINE & MacVEAN
ATTORNEYS AT LAW
4 EAST MAIN STREET BOX 548
MIDDLETOWN, NEW YORK 10940

WILLARD B. VANDERVOORT (1908-1970)
V. FRANK CLINE
KENNETH A. MacVEAN
PAUL T. McDERMOTT
MONTE J. ROSENSTEIN

TELEPHONE DIAMOND 3-3114
AREA CODE 914

June 23, 1972

Honorable De Forest C. Pitt
Justice of the Supreme Court
Chambers
Court House
Troy, New York 12180

Re: Doralee Estates, Inc. vs. Monticello Gas & Oil Corp. and Cities Service Oil Company

Dear Judge Pitt:

Please find enclosed copy of proposed plan for installation of separator tank designed to eliminate discharge of runoff of petroleum products from premises on Cold Spring Road onto the lakes or lands of Doralee Estates, Inc.

This plan is submitted for consideration by the Court for use in the event that the defendant, Cities Service Oil Company, does not elect to abandon the premises as a bulk oil distribution plant and gas distribution depot.

Very truly yours,

VANDERVOORT, CLINE & MacVEAN
By:

Paul T. McDermott

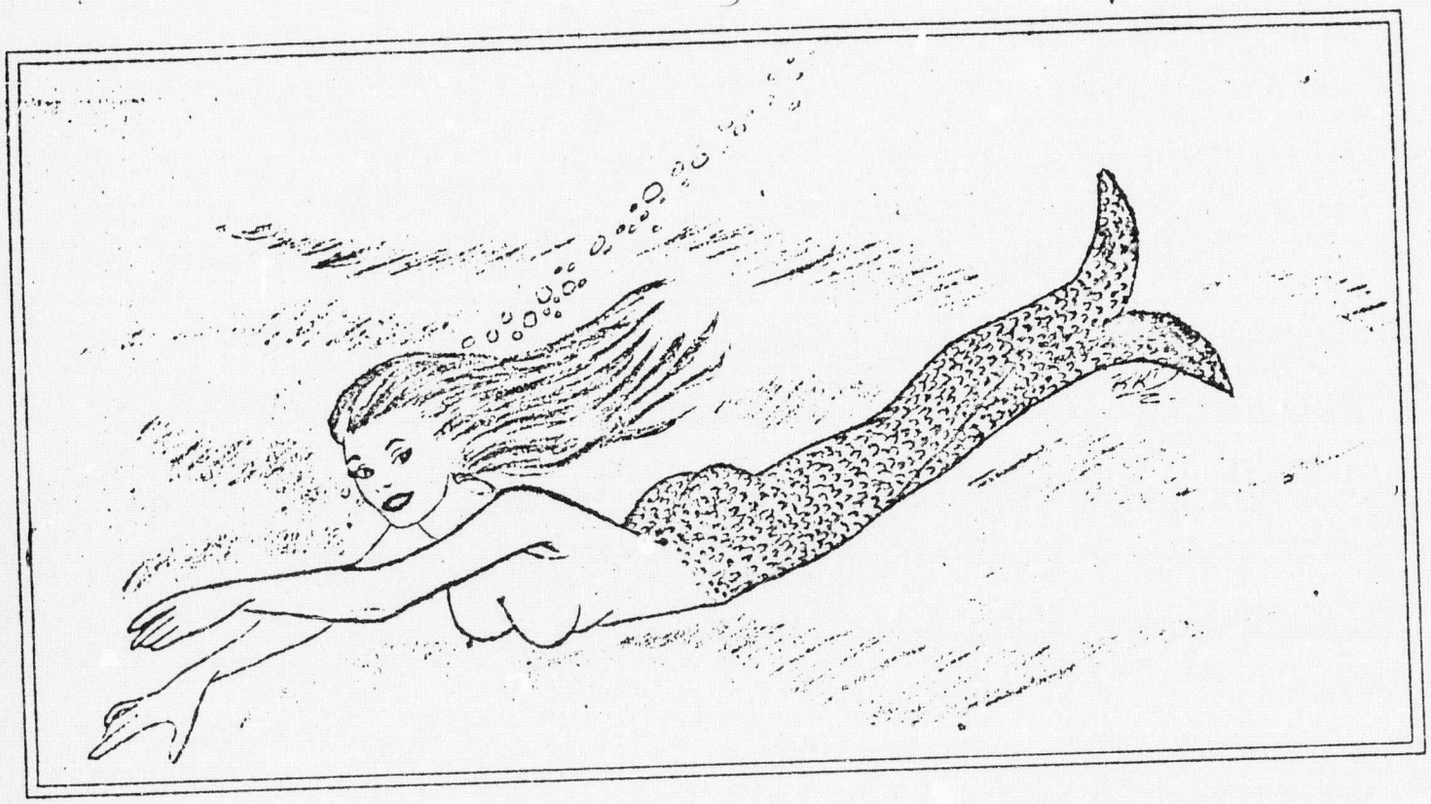
PTM:jeb
Enclosure

cc: Russell H. Smith, Esq.
Cities Service Oil Company
Cities Service Building
Box 300
Tulsa, Oklahoma 74102

Oppenheim & Drew, Esqs.
Box 29, 253 Broadway
Monticello, New York 12701

Krieger, Kesten, Gerstman, & Ledina, Esqs.
Box 89, Ten St. John Street
Monticello, New York 12701

MGO



COULD SHE SURVIVE IN THE EFFLUENT OF YOUR OIL/WATER SEPARATOR?

IF NOT . . . . . MAY WE ASSIST IN PRODUCING A BETTER ENVIRONMENT FOR YOUR MERMAID?

FOR COMPLETE INFORMATION
CONTACT:

# Tank Service

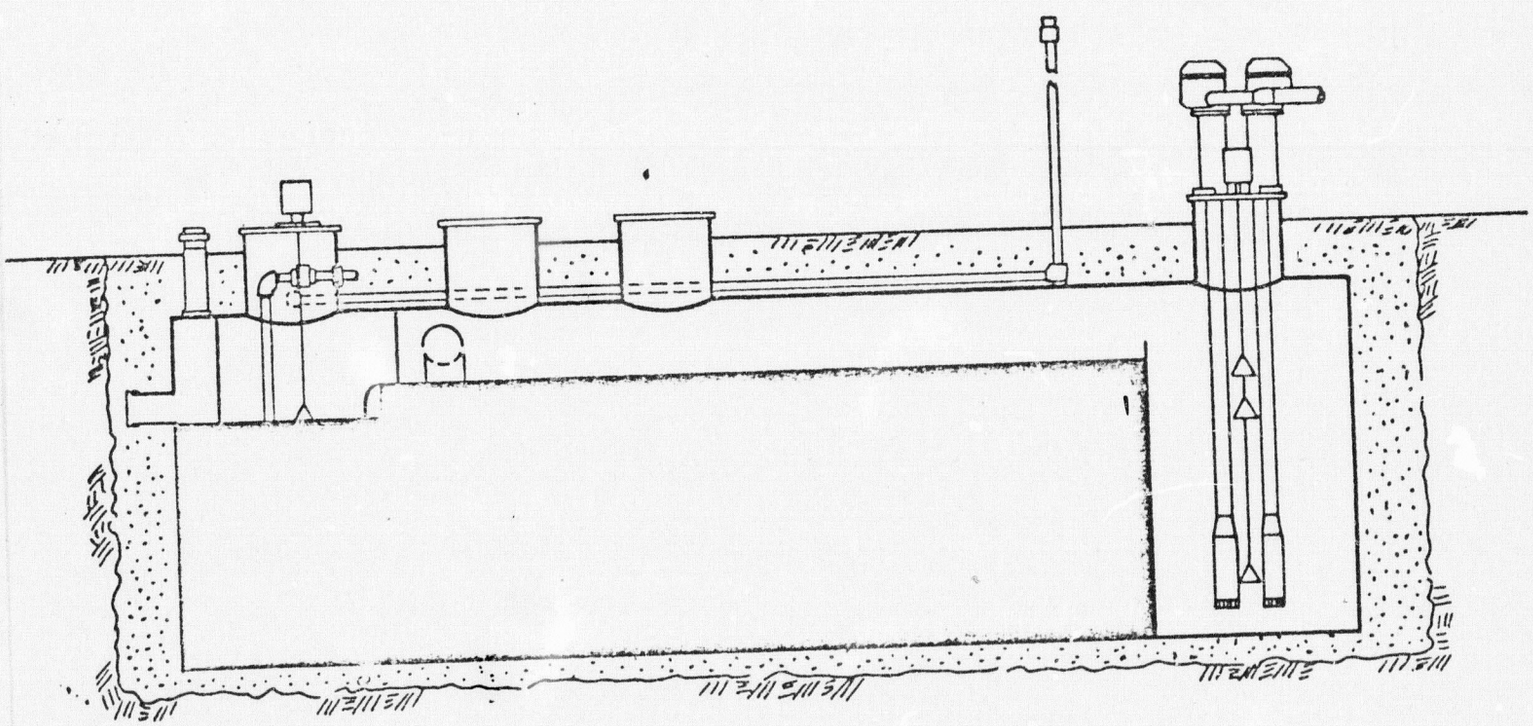
of Oklahoma, Inc.

For many years, Tank Service of Oklahoma, Inc., has been recognized as a service oriented contractor.

Current demand on cleansing of the environment required the development of a packaged, efficient and reliable oil/water separator capable of meeting the requirements of clean water, within the guidelines established by the API committee. The unit herein illustrated does, in fact, meet or exceed all such requirements.

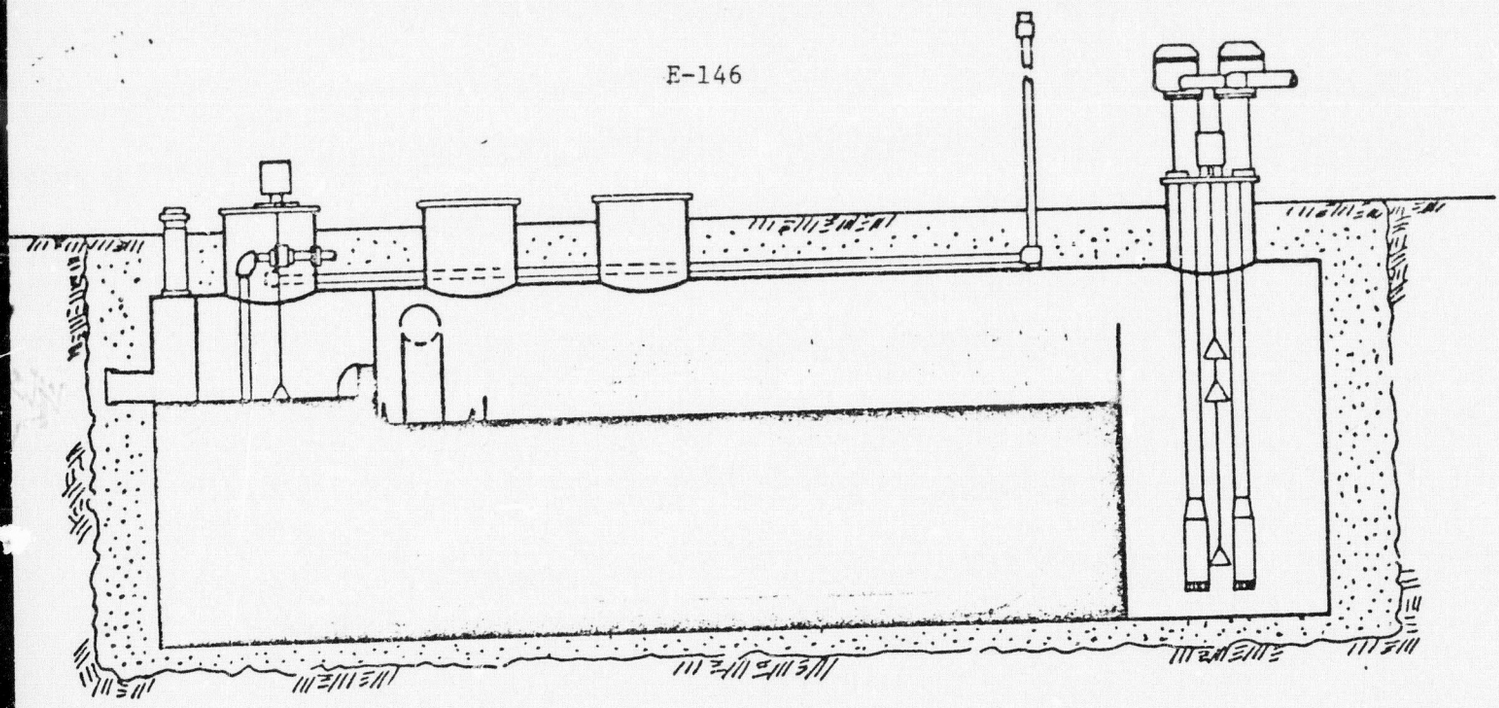
Tank Service has the ability and capacity to offer basic site investigation, engineering, design and complete installation on a single contract turn-key basis.

The following illustrations will show how we can solve your pollution problem with our DISPLACEMENT oil/water separator.

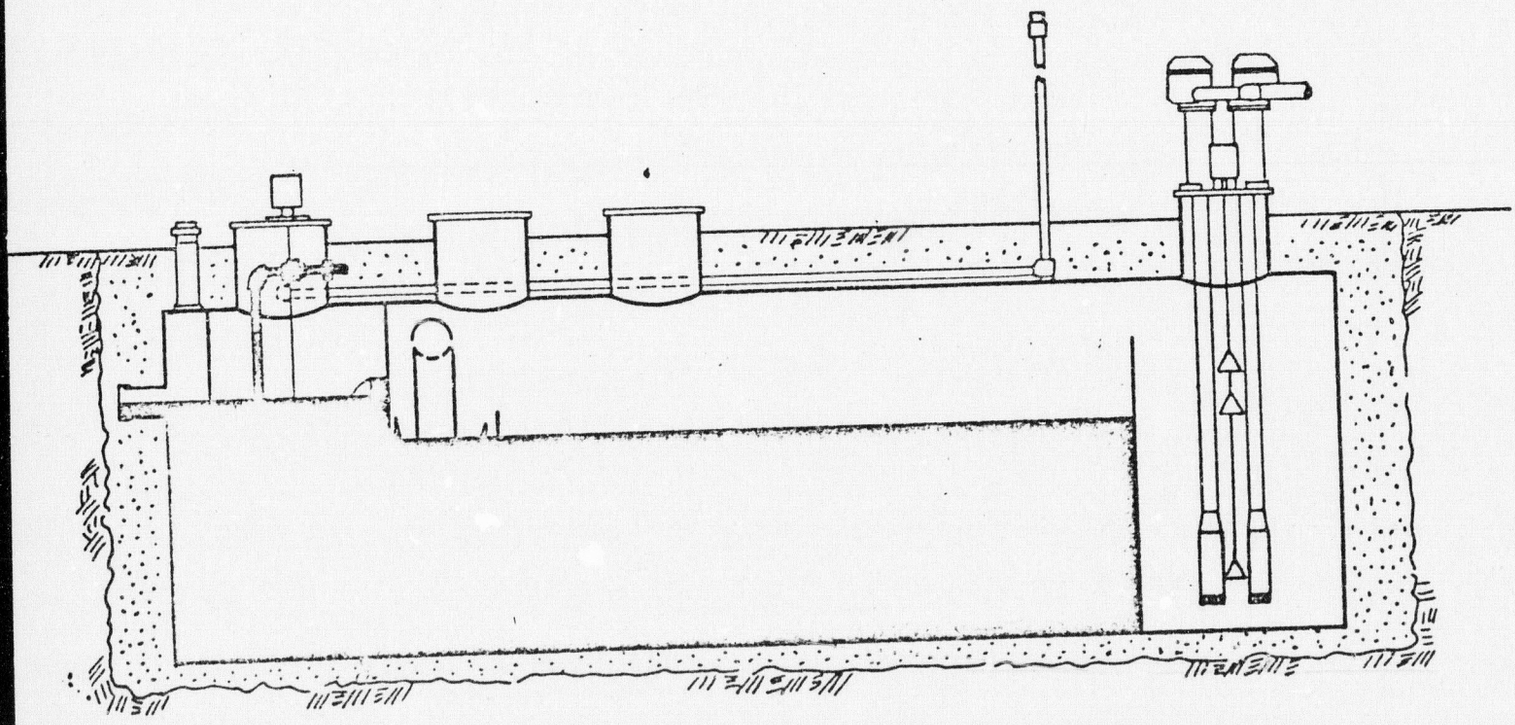


Illustrating the installed DISPLACEMENT separator (Model 10-M)* ballasted with approximately 7500 gallons of water, ready to receive spills. Note option of either gravity or pump disposal of water from water sump.

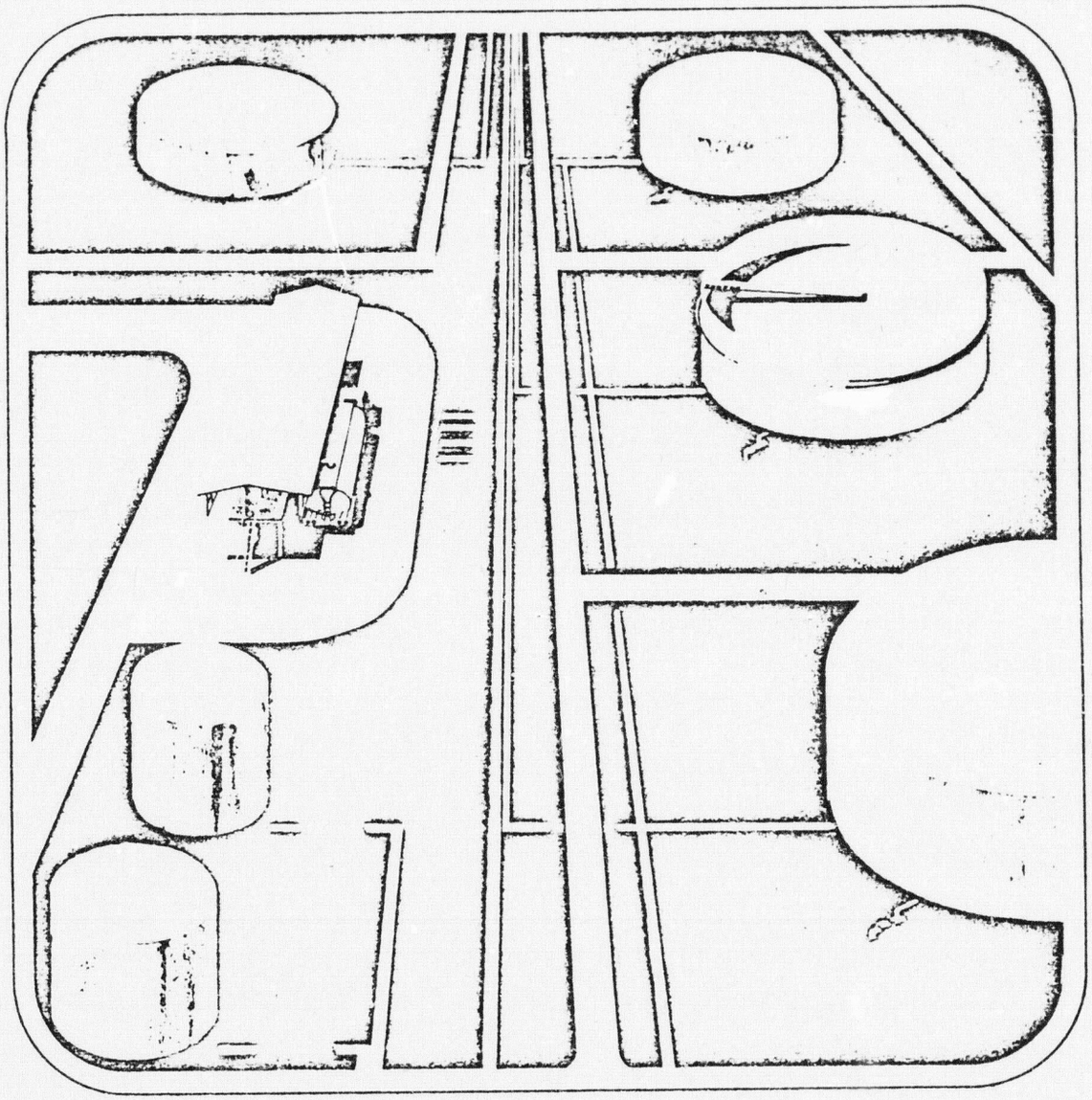
*(PAT. APPLIED FOR)



Illustrating conditions within the DISPLACEMENT separator after receiving oil spills accumulating to approximately 1700 gallons. This volume of oil is held captive in the system for displacement by subsequent spills. This condition represents equilibrium and will be maintained regardless of the proportions of oil and water entering the system.



Illustrating the DISPLACEMENT separator in action as it receives a spill of oil/water mixture. Note the displacement of pre-separated oil and water by the introduced mixture. The time interval between spills is thus fully utilized to effect a more perfect separation of oil and water mixtures. This feature sets our DISPLACEMENT separator apart from all other oil/water separators and accounts for separation efficiency not possible with other separators subjected to the same operating conditions.



*For further Information*
*Write or Call:*

Tank Service of Oklahoma, Inc.
P.O. Box 50099
Tulsa, Oklahoma 74150
918/428-2225

Tank Service of Oklahoma, Inc.
5777 Belleville Road
Belleville, Michigan 48111
313/729-0040

Tank Service of Oklahoma, Inc.
5 Meco Circle
Boxwood Industrial Park
Wilmington, Delaware 19804
302/999-0139

REPLY TO

*The Emblem of Service*

Tank Service
of Oklahoma, Inc

DEFENDANT'S EXHIBIT OO (NOT ADMITTED) - SCHEDULE: DIFFERENCE BETWEEN DORALEE RENTS AND "COMPARABLE" RENTS AS TESTIFIED TO BY MR. EDISON

DIFFERENCE BETWEEN DORALEE RENTS AND "COMPARABLE" RENTS
AS TESTIFIED TO BY MR. E[illegible]N

| UNIT NUMBER | 1 1973 DORALEE | 2 1973 "COMPARABLE" | 3 1974 DORALEE | 4 1974 "COMPARABLE" | 5 1975 DORALEE | 6 1975 "COMPARABLE" | 7 1976 DORALEE | 8 1976 "COMPARABLE" | 9 |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $ 865 | $ 775 | 815 | 950 | 875 | 1125 | 895 | 1300 | |
| 2 | 865 | 775 | 935 | 950 | 935 | 1125 | 955 | 1300 | |
| 3 | 710 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 4 | 710 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 5 | 710 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 6 | 710 | 575 | 710 | 750 | 725 | 925 | 745 | 1100 | |
| 7 | 593 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 8 | 665 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 9 | 710 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 10 | 650 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 11 | 660 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 12 | 710 | 575 | 725 | 750 | * 1000 | 1125 | 1000 | 1300 | |
| 13 | — | — | — | — | — | — | — | — | |
| 14 | 600 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 15 | 710 | 575 | 725 | 750 | 725 | 925 | 745 | 1100 | |
| 16 | 695 | 575 | 725 | 750 | 750 | 925 | 770 | 1100 | |
| 17 | 740 | 575 | 750 | 750 | 750 | 925 | 770 | 1100 | |
| 18 | 740 | 575 | 750 | 750 | 750 | 925 | 770 | 1100 | |
| 19 | 740 | 575 | 750 | 750 | 750 | 925 | 770 | 1100 | |
| 20 | 750 | 575 | 775 | 750 | 775 | 925 | 795 | 1100 | |
| 21 | 725 | 575 | 735 | 750 | 750 | 925 | 770 | 1100 | |
| 22 | 710 | 575 | 735 | 750 | 750 | 925 | 770 | 1100 | |
| 23 | 725 | 575 | 750 | 750 | 750 | 925 | 770 | 1100 | |
| 24 | $ 15,693 | $ 13,050 | $ 16,465 | $ 16,900 | $ 16,810 | $ 20,950 | $ 17,230 | $ 24,800 | |
| 25 | | | | | | | | | |

| YEAR | DORALEE | "COMPARABLES" | DIFFERENCE |
|---|---|---|---|
| 1973 | $ 15,693 | $ 13,050 | ($ 2,643) |
| 1974 | $ 16,475 | $ 16,900 | $ 425 |
| 1975 | $ 16,810 | $ 20,950 | $ 4,140 |
| 1976 | $ 17,230 | $ 24,800 | $ 7,570 |
| TOTAL | $ 66,198 | $ 75,700 | $ 9,492 |

* EXTRA BEDROOM ADDED IN 1975

STATE OF NEW YORK )
COUNTY OF NEW YORK) ss.

Murray H. Berman, being duly sworn, deposes and says that deponent is not a party to the action, is over 18 years of age and resides at 311 West 97th Street N.Y., N.Y. 10025

That on the 16 day of June, 1977, deponent personally served the within Exhibits

upon the attorneys designated below who represent the indicated parties in this action and at the addresses below stated which are those that have been designated by said attorneys for that purpose

By leaving 1 true copy of same with a duly authorized person at their designated office.

~~By depositing _____ true copies of same enclosed in a postpaid properly addressed wrapper, in the post office or official depository under the exclusive care and custody of the United States post office department within the State of New York.~~

Names of attorneys served, together with the names of the clients represented and the attorneys' designated addresses

Joseph D. Ahearn, Of Counsel
Grubbs, Leahy & Donovan
Attorneys for Third-Party Defendants-Appellees,
MGO Corp. and Monticello Gas and Oil Co., Inc.
233 Broadway
New York, New York

Murray H Berman

Sworn to before me this 16th day of June, 1977

Michael DeSantis

MICHAEL DeSANTIS
Notary Public, State of New York
No. 03-0930908
Qualified in Queens County
Commission Expires March 30, 1979

MICHAEL DeSANTIS
Notary Public, State of New York
No. 03-0930908

Received ~~3~~ 1 copies of the within
Exhibits
this 22 day of June, 1977.

Sign _____

For: Gerald Orseck Esq(s).

Att'ys for plaintiff

Counsel Press, 55 West 42nd Street